

**Releasable**

Date: 10/23/09, 11/20/09

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**THOMAS E. SEARS · INC.****INSURANCE · REINSURANCE**TELEPHONE 511-1211  
TELEX NUMBER 347815JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116**REVISED****Insurance Cover Note—No. : SD8019(C)/UGA0065****Renewal Of: SD5023(C)/UMA0223**

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

**ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166****RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$5,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$5,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.****AMOUNTS OR LIMITS INSURED: \$5,000,000 as indicated above but only to pay the excess of:**

1. The limits of applicable underlying insurance as set forth in the attached schedule (See Endorsement No. 2), or
2. \$100,000 Ultimate Net Loss in respect of each occurrence.

**PERIOD: FROM: April 1, 1983****TO: April 1, 1986****Both Days 12:01 A.M. Standard Time****Plus 3 Year Flat Charge for Fidelity: \$15,000****PREMIUM:****\$1,950,000 (For 100% of****(payable 1/3 annually) see Endorsement No. 15****Cover) payable as indicated on Endorsement No. 3****Plus 3 Year Flat Charge for Marine: \$75,000****(payable 1/3 annually) see Endorsement No. 20**

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

**Radioactive Contamination Exclusion Clause-Liability-Direct  
Nuclear Incident Exclusion Clause-Liability-Direct (Broad)****NMA1477****NMA1256**

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

12th

day of

January

19 84

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

**MONS 159176**

**U.S.A.****NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone.—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability).

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

**This policy\***

- does not apply:—
- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
    - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
  - III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
    - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
    - (b) the nuclear material is contained in spent fuel or waste at any time processed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
    - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
  - IV. As used in this endorsement:
 

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation of any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

    - (a) any nuclear reactor,
    - (b) any equipment or device designed or used for (1) separating the isotope of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
    - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
    - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* Note:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Printed at Lloyd's, London, England.

17/3/88

N.M.A. 1236

MONS 159177

**U.S.A.:**

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT**  
**(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)**

*For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.*

*In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.*

**~~CONFIDENTIAL~~**

12/2/84  
N.M.A. 1477

**MONS 159178**

THOMAS E. SEARS, INC.

**JOINT VENTURE CLAUSE  
(THIRD PARTY LIABILITY)**

*(Approved by Lloyd's Underwriters' Non-Marine Association)*

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurance(s) and (b) the limits of any underlying insurance(s) not reduced.

22/1/79

N.M.A. 1487

**MONS 159179**

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 54

In consideration of a Return Premium of \$8,662.50, it is understood and agreed that effective July 22, 1985, the Schedule of Underlying Insurance shown on Endorsement No. 48 is amended to read as follows:

**IV. WATERCRAFT LIABILITY as respects owned and leased barges**

Protection and Indemnity - \$50,000,000 any one occurrence

**XI. WATER QUALITY INSURANCE SYNDICATE**

Section B - \$50,000,000 any one occurrence

All other policy conditions remain unchanged.

Attached to and forming part of SDS019(C)/DQA0045 of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 159180**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 53

**Notwithstanding anything contained herein to the contrary, the following amendments are hereby made to this Insurance:**

**Effective April 1, 1984**

- 1. Endorsement No. 13 as respects Polyamide Intermediates, Limited is cancelled**
- 2. Endorsement No. 16, Barges P394A and P394B as respects Southern Terminal and Transport Company and Houston National Bank is cancelled.**

All other policy conditions remain unchanged.

**SD8019(C)/UQA0065**

Attached to and forming part of ..... of the

**VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:**

**THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
205 CLARENDON STREET  
BOSTON, MASS. 02116**

**MONS 159181**

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 52

It is hereby understood and agreed that with effect from the inception date of this policy where the Named Assured has knowledge as at or prior to the inception date of any annual policy period hereon with regard to any claims, situations or circumstances which have arisen and or occurred in the past or which may arise and or occur in the future with respect to seepage, pollution and/or contamination from:

- (A) Any land and/or water site and/or facility owned, leased and/or operated by the Assured and used for the disposal and/or dumping of industrial waste materials.
- (B) Any operation provided by and/or on behalf of the Assured for the disposal, dumping and/or removal of industrial waste materials.

this policy will not cover with respect to operations described in (A) and (B) above:

- (1) Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- (3) Fine, penalties, punitive or exemplary damages with respect to (1) and (2) above.
- (4) Any cost or expense associated with (1) (2) or (3) above.

All other policy conditions remain unchanged.

SD0019(C)/UQA0065

Attached to and forming part of .....

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

of the

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159182

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 51

It is hereby understood and agreed that effective July 22, 1985, Item VI of the Schedule of Underlying Insurance shown on Endorsement No. 48 is amended to read as follows:

VI. Aviation Legal Liability (Worldwide)

\$200,000,000 Combined Single Limit  
including Owned, Non-Owned,  
& Hired

All other policy conditions remain unchanged.

SD9019(C)/DQA0065

Attached to and forming part of .....

VARIOUS COMPANIES  
THOMAS F. SEARS, INC.  
BY: .....

THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
209 CLARENDON STREET  
BOSTON, MASS. 02110

MONS 159183



**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 50

**It is hereby understood and agreed that effective April 1, 1985, Endorsement No. 20 is cancelled and replaced with the following:**

**In consideration of an additional premium of \$30,000, it is hereby understood and agreed that this Policy is extended to cover liability in respect of Charterers P & I coverage listed in the Schedule of Underlying Insurance shown on Endorsement No. 48.**

All other policy conditions remain unchanged.

Attached to and forming part of ..... **SD0019(C)/DQA0065** ..... of the  
..... **VARIOUS COMPANIES**  
..... **THOMAS E. SEARS, INC.**  
..... **BY:** .....

**THOMAS E. SEARS, Inc.**  
**JOHN HANCOCK TOWER**  
**200 CLARENDON STREET**  
**BOSTON, MASS. 02116**

**MONS 159184**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 49

It is hereby understood and agreed that effective April 1, 1985, Endorsement No. 3 is replaced with the following:

Notwithstanding anything contained herein to the contrary in Condition A of the attached wording, it is hereby agreed that the premium for this policy is \$850,000 due and payable April 1, 1985.

This premium is applicable to 100% of the limits of liability stated in this policy.

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159185

**ENDORSEMENT**

Endorsement No. 48  
(Page 1 of 5)

**MONSANTO COMPANY**

Effective April 1, 1985, the Schedule of Underlying Insurance is amended to read as follows:

**SCHEDULE OF UNDERLYING INSURANCES**

**I. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY - INA  
Except for Fisher Controls International Inc (U.S.A. and Canada)  
Fisher Controls Company of Canada, Limited & Monsanto Canada, Inc.**

- (a) Joint Venture Liability as respects Monsanto, limited to Monsanto's percentage interest in Joint Venture, i.e. percent of \$2,000,000 not less than \$1,000,000
- (b) Limits as respects all other coverages:

**Occurrence**

\$2,000,000 each occurrence - Automobile  
Bodily Injury  
and \$2,000,000 each occurrence - Except Automobile  
Property Damage  
CSL

**Aggregate**

\$5,000,000 in the aggregate annually as respects  
Products/Completed Operations - Bodily Injury  
and Property Damage (CSL)

\$5,000,000 in the aggregate annually as respects  
Bodily Injury and Property Damage (CSL) other than  
resulting from Products/Completed Operations,  
Automobile, and other aggregates listed below

\$2,000,000 in the aggregate annually as respects  
Personal Injury

\$2,000,000 in the aggregate annually as respects  
Malpractice Injury

\$2,000,000 in the aggregate annually as respects  
Property Damage separately for (A) through  
(B) below and separately for each project away  
from premises in (A) below:

All other policy conditions remain unchanged.

SD8019(C)/UQA0065

Attached to and forming part of ..... of the

**VARIOUS COMPANIES**

**THOMAS E. SEARS, INC.**

**BY:**

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159186

**ENDORSEMENT**Endorsement No. 48  
(Page 2 of 5)

- (A) Independent Contractors, etc.  
 (B) Contractual other than incidental contract

**Employee Benefits Liability**

\$2,000,000 each employee ) self-insured  
 \$2,000,000 in the aggregate annually)

**II. EMPLOYERS LIABILITY AS RESPECTS ACCIDENT AND EMPLOYERS LIABILITY AS RESPECTS OCCUPATIONAL DISEASE**

Coverage B - U.S. \$1,000,000 any one occurrence  
 \$1,000,000 in the aggregate annually per State  
 Policy as respects Occupational Disease  
 (6 Policies)

**III. ADVERTISING LIABILITY (Worldwide)**

\$1,000,000 (Self-Insured)

**IV. WATERCRAFT LIABILITY as respects owned and leased barges**

Protection and Indemnity - \$5,000,000 any one occurrence

**V. FOREIGN INSURANCE - COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY (Subject to normal local policy conditions) - Various**

Minimum limits equivalent:

General Liability			
Bodily Injury	U.S.	\$500,000/\$500,000	
Property Damage	U.S.	\$500,000/\$500,000	
Auto Liability			
Bodily Injury	U.S.	\$250,000/\$500,000	
Property Damage	U.S.	\$500,000	

or limits actually carried, whichever is greater

**VI. AVIATION LEGAL LIABILITY (Worldwide)**

\$10,000,000 Combined Single Limit including Owned, Non-Owned, & Hired

All other policy conditions remain unchanged.

Attached to and forming part of SD0019(C)/UQA0065 of the  
 VARIOUS COMPANIES  
 THOMAS E. SEARS, INC.  
 BY: .....

THOMAS E. SEARS, Inc.  
 JOHN HANCOCK TOWER  
 200 CLARENDON STREET  
 BOSTON, MASS. 02116

MONS 159187

**ENDORSEMENT**Endorsement No. 48  
(Page 3 of 5)**VII. CHARTERER'S LEGAL LIABILITY IN RESPECT OF UNSPECIFIED VESSELS**

\$2,000,000 any one loss Monsanto Oil Company separately insured

**VIII. CHARTERER'S LEGAL LIABILITY IN RESPECT OF UNSPECIFIED VESSELS as respects Monsanto, P.L.C. and associated and affiliated companies**

Underwriters at Lloyd's of London and Various Companies - \$500,000 any one loss

**IX. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Assured's subsidiary Fisher Controls International, Inc. excluding Fisher Controls Company of Canada, Limited**

\$1,000,000 any one occurrence	Combined Single Limit
\$1,000,000 in the aggregate where applicable (included in Item I above)	Bodily Injury and Property Damage

**X. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto Canada Inc., and Monsanto Oils Ltd. including Fisher Controls Company of Canada, Limited**

Combined Single Limit	CAN\$2,000,000 any one occurrence
Bodily Injury and/or Property Damage	CAN\$2,000,000 annual aggregate where applicable

**SUBLIMIT IN RESPECT OF FISHER CONTROLS COMPANY OF CANADA**

Combined Single Limit	CAN\$1,000,000 any one occurrence
Bodily Injury and/or Property Damage	CAN\$1,000,000 annual aggregate where applicable (included above)

**XI. WATER QUALITY INSURANCE SYNDICATE**

Section B - \$5,000,000 any one occurrence

All other policy conditions remain unchanged.

Attached to and forming part of ..... SD8019(C)/UQA0065 ..... of the  
 ..... VARIOUS COMPANIES .....  
 ..... THOMAS E. SEARS, INC. .....  
 ..... BY: .....

THOMAS E. SEARS, Inc.  
 JOHN MANCOCK TOWER  
 200 CLARENDON STREET  
 BOSTON, MASS. 02116

MONS 159188

**ENDORSEMENT**

Endorsement No. 48  
(Page 4 of 5)

**XII. EXCESS WORKERS' COMPENSATION ACT - All Self-Insured States**

U.S. \$1,000,000 any one occurrence except as respects Occupational Disease, where:

U.S. \$1,000,000 any one employee  
and in the aggregate  
annually per State

EXCESS OF:

U.S. \$ 100,000 any one employee

**XIII. Oil and/or Gas Exploration, Development and Production Operations of the Assured and all operations incidental thereto**

\$100,000,000

**XIV. SEEPAGE, POLLUTION AND CONTAMINATION LIABILITY in respect of oil and gas operations**

\$50,000,000 any one occurrence or such lesser amount as may be recoverable but in no case less than \$2,000,000 any one occurrence (Self-Insured)

**XV. Assured's 50% Interest - Hydrocarbon Products Pty Limited**

a) Umbrella (Worldwide)	A. \$4,000,000
b) General Liability and Products Liability providing difference in conditions coverage for	<u>EXCESS OF:</u> A. \$1,000,000
c) Products Liability	<u>BETWEEN</u> A. \$1,000,000
d) Public Liability	<u>AND/OR</u> A. \$1,000,000

and coverage afforded under Item (a) above

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/DOA0065 of the  
VARIOUS COMPANIES  
THOMAS F. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159189

**ENDORSEMENT**Endorsement No. 48  
(Page 5 of 5)**XVI. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects  
Monsanto Australia Ltd, et al**

A. \$1,000,000 any one occurrence

A. \$1,000,000 annual aggregate

**XVII. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects  
Monsanto PLC and subsidiary companies**

A 1,000,000 any one occurrence

A 1,000,000 annual aggregate where applicable

**XVIII. OWNERS CONTROLLED EXCESS GENERAL LIABILITY (Including Employers  
Liability but excluding Auto)**Umbrella \$20,000,000/\$20,000,000  
excess of

Primary General Liability \$1,000,000/\$1,000,000

Or such lesser limits as may  
be available, but in no  
case less than limits  
afforded under Item 1 of  
the Schedule of Assured's  
Liability.

Primary Employers Liability \$500,000

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the  
VARIOUS COMPANIES  
THOMAS F. SEARS, INC.  
BY: .....THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159190

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 47

It is hereby understood and agreed that effective April 1, 1985, Items 1 & 2 of Endorsement No. 4 are amended to read as follows:

1. DEFINITION OF "NAMED ASSURED"

- (A) Monsanto Company and/or subsidiaries and its owned and controlled companies, held directly or indirectly, as now or hereafter constituted ~~first~~, its associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, a "Joint Venture" of a named assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

2. Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums and receiving of return premiums, if any.

It is further understood and agreed that effective August 19, 1983, Item 3(A) of Endorsement No. 4 is amended to read:

3. The following are included as Assureds hereunder:

- (A) "M-E II" and National Distillers and Chemical Corporation, through its Emery Industries Division, but only with respect to Liability, arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro, West Virginia, but only for any insurance coverage not provided through National Distillers and Chemical Corporation under the insurance program described in the M-E II Joint Venture Agreement."

It is also understood and agreed that effective January 1, 1984, Item 3(F) of Endorsement No. 4 is deleted hereon

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159191



MONSANTO COMPANY, F<sup>TM</sup> AT

**ENDORSEMENT**

Endorsement No. 46

It is understood and agreed that effective April 1, 1985, Endorsement No. 18 is amended to read as follows:

This policy does not cover loss of or damage to property of the U.S. Government through purchase or use of products delivered to the U.S. Government pursuant to contracts which contain Federal Acquisition Regulation (FAR) 52.246-23 (APR 1984) for sale of Coolanol<sup>®</sup>, dielectric coolant and heat transfer media, OS 45, 54, 59 dielectric heat transfer fluids, and Skydrol<sup>®</sup> and MIL SPEC MIL-H-10457C fire resistant hydraulic fluids.

All other policy conditions remain unchanged.

Attached to and forming part of ED8019(C)/UQA0065 of the

VARIOUS COMPANIES  
THOMAS F. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159192

It is hereby understood and agreed that effective April 1, 1985, Endorsement No. 37 is cancelled and replaced with the following:

### ENDORSEMENT

Endorsement No. 45

#### INSURED:

MONSANTO COMPANY, ET AL

It is understood and agreed that 100% % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
United States Fire Insurance Company	20.0000%
Walbrook Insurance Company, Ltd.	24.73%
El Paso Insurance Company, Ltd.	10.75%
Dart and Kraft Insurance Company, Ltd.	18.82%
Louisville Insurance Company, Ltd.	8.06%
Ludgate Insurance Company, Ltd.	6.45%
The Bermuda Fire & Marine Insurance Co., Ltd.	8.61%
"Winterthur" Schweizerische Versicherungs-	)
Gesellschaft	10.75%
Mutual Reinsurance Company, Limited	9.68%
Compagnie Europeene d'Assurances	
Industrielles S.A.	2.15%
	100.0000%

U. S. FEDERAL EXCISE TAX \$ 4,200.32  
The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1968, or any amendments thereto.

COPY

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SP8019(C)/UQA0065 of the

#### VARIOUS COMPANIES

THOMAS E. SEARS, INC.

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

BY:

MONS 159193

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 44  
(page 1 of 2)

Effective April 1, 1985, it is understood and agreed that Endorsement No. 30 is cancelled and replaced as follows:

**BROAD AS PRIMARY RIDER**

It is hereby understood and agreed that in the event the Assured suffers a loss which is covered under the policies of the underlying insurance as set out in the schedule attached to this policy, the excess of which would be payable under this policy, except for terms and conditions of this policy which are not consistent with the underlying insurances, then notwithstanding anything contained in this policy to the contrary this Policy shall be amended to follow and be subject to the terms and conditions of such underlying insurances in respect of such loss.

The foregoing shall not, however, apply to:

- (1) Any coverage given under the underlying insurances for limits less than the full limit of the said underlying policy as stated in the schedule hereto.
- (2) Any nuclear incident exclusion clause attached to this policy.
- (3) Any renege and collusion exclusion clause attached to this policy.
- (4) Exclusion (A) of this policy.
- (5) Exclusion (F) of this policy.
- (6) Charterers Legal Liability, Protection Indemnity or Rumschott Liability as respects the "S.S. Edgar M. Queeny."
- (7) "Joint Ventures," which coverage shall be in accordance with the attached Joint Ventures Clause unless otherwise provided herein.

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/MOA0065 of the

VARIOUS COMPANIES  
THOMAS E. SPARR, INC.  
BY:

THOMAS E. SPARR, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159194

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. <sup>44</sup>  
~~(Page 2 of 2)~~

A) Personal Injury or Property Damage arising out of  
any Pharmaceutical Product other than

1. Raw material supplied to manufacturing  
Chemists
2. Products manufactured by Continental  
Pharma S.A. or Invitron
3. "A.O.M.A." and "A.E.M.A."

It is further understood and agreed that the results of the Assured's  
operations in the fields of Life Sciences and Health Care do not  
constitute Pharmaceutical Products

- (9) The definition of "ultimate net loss" which shall remain  
in accordance with Definition 7 of the wordings of this  
policy.
- (10) Loss of and/or damage to leased premises.
- (11) The "Prompt Notice" provisions of this policy.
- (12) The cancellation provisions of this policy.
- (13) Claims based upon the Employee Retirement Income Security  
Act of 1974.

It is further understood and agreed that coverage provided by the  
Underlying Comprehensive General Liability Policy No. ISC1107 with  
Insurance Company of North America will not be further extended  
without obtaining agreement from Underwriters hereon. In the event  
of Underwriters hereon not agreeing to such further extension,  
coverage will be provided hereon as if such extension had not been  
granted.

All other policy conditions remain unchanged.

RD8019(C)/TMA00049

Attached to and forming part of ..... of the  
.....  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159195

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 43

Effective April 1, 1985, it is understood and agreed that Endorsement No. 31 is cancelled and replaced as follows:

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Policy shall not apply to:

- A) Personal Injury or Property Damage arising out of any Pharmaceutical Product other than
  - 1. Raw material supplied to manufacturing Chemists
  - 2. Products manufactured by Continental Pharma S.A. or Invitron
  - 3. "A.O.W.A." and "A.P.W.A."

It is further understood and agreed that the results of the Assured's operations in the fields of Life Sciences and Health Care do not constitute Pharmaceutical Products

- B) Loss of and/or damage to Leased Premises.

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/MOA0065 of the

VARIOUS COMPANIES  
THOMAS E. SPARR, INC.  
BY: \_\_\_\_\_

THOMAS E. BEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159196

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 42

It is hereby understood and agreed that effective December 1, 1984, the following entity is added hereon as an additional insured but only as respects the contract with Fisher Controls of Canada:

Syncrude Canada, Ltd.

All other policy conditions remain unchanged.

Attached to and forming part of EDR018(C)/D00000 of the

VARIOUS COMPANIES  
THOMAS F. SEARS, INC.  
BY:

THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159197

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 41

It is hereby understood and agreed that effective inception, the following condition shall not apply to liability arising from Section II, Employers Liability and Employees Liability as respects Occupational Disease and Section XV, Workers Compensation Act (all self-insured states) of the Schedule of Underlying Insurance.

NMA 1256 - Nuclear Incident Exclusion Clause-Liability-Direct  
(Broad) - USA

NMA 1477 - Radioactive Contamination Exclusion Clause-Liability-Direct - USA

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159198

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 40

It is hereby understood and agreed that effective July 1, 1984, Endorsement Nos. 27 and 27A to the Underlying TWA Policy entitled "Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980" shall apply only as respects losses as are within the terms of such endorsements.

As respects losses within the terms of such endorsement, it is understood and agreed that the endorsement shall apply only as respects Underwriters' limit of liability as is stated in such endorsement (hereinafter "endorsed limit").

As respects the difference between such "endorsed limit" and the limit of liability stated in Item 2(A) of the declarations in respect of each occurrence, the endorsement shall not apply.

It is further understood and agreed that the "endorsed limit" is part of and not in addition to the limit of liability stated in Item 2 of the declarations in respect of each occurrence.

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/DQA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159199



MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 39

In consideration of the inclusion of a \$5,000,000 aggregate limit on Item No. 1 of the Schedule of Underlying Insurance as shown on Endorsement No. 34, it is understood and agreed an additional premium of \$60,000 annually is hereby charged effective April 1, 1984.

It is also understood and agreed that Item IX of the Schedule of Underlying Insurance shown on Endorsement No. 34 is to be effective April 1, 1983.

It is further understood and agreed that Item No. XIX of the said schedule is amended to read as follows:

**XIX. OWNERS CONTROLLED EXCESS GENERAL LIABILITY (INCLUDING EMPLOYERS LIABILITY BUT EXCLUDING AUTO)**

Umbrella	\$20,000,000/\$20,000,000 (Stated limits as applicable)
Excess of	
General Liability	\$ 1,000,000/\$1,000,000
Employers Liability	\$500,000 or such lesser limits as maybe available, but in no case less than limits afforded under Item 1 of the Schedule for Assured's liability

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159200



It is hereby understood and agreed that effective April 1, 1984,  
Endorsement No. 26 is cancelled and replaced with the following:

### ENDORSEMENT

Endorsement No. **37**

#### INSURED:

**MONSANTO COMPANY, ET AL**

**1000 of 950**

It is understood and agreed that ..... % of the Insurance described  
in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or  
percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
CNA Reinsurance of London, Limited	7.89480
Ancon Insurance Company (UK) Limited	1.31380
Folkens International Insurance Company (UK) Limited	3.15790
British National Insurance Company, Ltd.	3.42100
Walbrook Insurance Company, Limited	24.730)
El Paso Insurance Company, Limited	10.750)
Dart and Kraft Insurance Company, Limited	10.820)
Louisville Insurance Company, Limited	8.060)
Ludgate Insurance Company, Limited	6.450)
Bermuda Fire and Marine Insurance Company Limited	8.610)
"Winterthur" Swiss Insurance Company	10.750)
Mutual Reinsurance Company, Limited	9.600)
Compagnie Europeenne d'Assurances Industrielles S.A.	2.150)
	<b>84.21050</b>
	<b>100.00000</b>

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... of the

#### VARIOUS COMPANIES

**THOMAS E. SEARS, INC.**

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

BY:

**MONS 159202**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 16

Notwithstanding anything contained herein to the contrary, it is understood and agreed that effective April 1, 1984, in the event that coverage is not available under Items V and XVIII, Item I(b) has been extended to include DIC and Excess Foreign Liability as follows:

**GL Including Products:**

BI \$500,000/\$500,000  
PD \$500,000/\$500,000

**Auto**

BI \$250,000/\$500,000  
PD \$500,000

All other policy conditions remain unchanged.

Attached to and forming part of EDS019(C)/UQA0065 of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159203

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 35

It is hereby understood and agreed that effective April 1, 1984, Exclusion (G) as shown on Endorsement No. 5 as respects foreign operations and/or Sales is deleted in its entirety and the S.I.R. as respects foreign operations is increased to \$500,000 each and every occurrence.

All other policy conditions remain unchanged.

Attached to and forming part of ..... of the  
SD8019(C)/UQA0063  
VARIOUS COMPANIES  
THOMAS F. SEARS, INC.  
BY: .....

THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159204

MONSANTO COMPANY, ET AL

## ENDORSEMENT

Endorsement No. 34

(1 out of 5)

It is Understood and agreed that effective April 1, 1984, the Schedule of Underlying Insurance is amended to read as follows:

**I. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY - INA  
Except for Fisher Controls International, Inc. and Fisher Controls of Canada and Monsanto Canada, Inc.**

- (a) Joint Venture Liability as respects Monsanto, limited to Monsanto's percentage interest in Joint Venture, i.e., percent of \$2,000,000 not less than \$1,000,000.
- (b) Limits as respects all other coverages:
  - Combined Single Limit, Bodily Injury, and/or Property Damage
    - \$2,000,000 each occurrence - Automobile
    - \$2,000,000 each occurrence - except Automobile
    - \$5,000,000 in the aggregate annually as respects Products/Completed Operations - Bodily Injury and Property Damage
    - \$5,000,000 in the aggregate annually as respects Bodily Injury and Property Damage other than resulting from Products/Completed Operations, Automobile, and other aggregates listed below
    - \$2,000,000 in the aggregate annually as respects Personal Injury
    - \$2,000,000 in the aggregate annually as respects Malpractice Injury
    - \$2,000,000 in the aggregate annually as respects Property Damage separately for (a) and (b) below and separately for each project away from premises in (a) below:
      - (a) Independent Contractors, etc.
      - (b) Contractual other than incidental contract.

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UCAN065 of the

VARIOUS COMPANIES  
THOMAS W. SEARS, INC.  
ET AL

THOMAS W. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159205

MONSANTO COMPANY, ET AL

# ENDORSEMENT

Endorsement No. 34

(2 out of 5)

## Employee Benefits Liability

\$2,000,000 each employee ) self-insured  
\$2,000,000 annual aggregate ) self-insured

## II. EMPLOYEES LIABILITY AND EMPLOYERS LIABILITY AS RESPECTS OCCUPATIONAL DISEASE

(a) Insurance Company of North America - All States

Coverage B - U.S. \$1,000,000 any one occurrence  
U.S. \$1,000,000 in the aggregate annually per  
state as respects Occupational  
Disease

## III. ADVERTISING LIABILITY (Worldwide)

\$1,000,000 (Self-Insured)

## IV. WATERCRAFT LIABILITY as respects owned and leased barges

Protection and Indemnity - \$5,000,000 any one occurrence

## V. FOREIGN INSURANCE - COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY (Subject to normal local policy conditions) - Various

Minimum limits equivalent:

Bodily Injury U.S. \$250,000/\$500,000/\$500,000  
Property Damage U.S. \$500,000/\$500,000

or limits actually carried, whichever is greater

## VI. AVIATION LEGAL LIABILITY as respects Monsanto Company, its U.S. subsidiaries and Monsanto Canada, Ltd. (Worldwide)

\$10,000,000 Combined Single Limit including non-owned and  
hired

All other policy conditions remain unchanged.

SDER19(C)/WCA0065

Attached to and forming part of ..... of the

VARIOUS COMPANIES  
THOMAS S. SEARS, INC.  
BY: .....

THOMAS S. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159206

MONSANTO COMPANY, PT. AT.

## ENDORSEMENT

Endorsement No. 34

(3 out of 5)

- VII. CHARTERER'S LEGAL LIABILITY IN RESPECT OF UNSPECIFIED VESSELS as respects Monsanto Company and its U.S. Subsidiaries, and IAL, Australian Fluorine Chemicals Pty Limited, Hydrocarbon Products Pty Limited, Revinex Australia Limited

\$2,000,000 any one loss Monsanto Oil & Gas Division  
separately insured

- VIII. CHARTERER'S LEGAL LIABILITY IN RESPECT OF UNSPECIFIED VESSELS as respects Monsanto, P.I.C. and associated and affiliated companies

Underwriters at Lloyd's of  
London and Various Companies \$500,000 any one loss

- IX. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Assured's subsidiary Fisher Controls International, Inc. excluding Fisher Controls of Canada

\$1,000,000 any one occurrence	Combined Single Limit
\$1,000,000 in the aggregate where applicable	Bodily Injury and Property Damage
included in Item I above	

- X. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto Canada Inc., and Monsanto Oils Ltd. including Fisher Controls of Canada, however, the latter carries a sub limit of:

Combined Single Limit	CANS\$2,000,000 any one occurrence
Bodily Injury and/or Property Damage	CANS\$2,000,000 annual aggregate where applicable

SUBLIMIT IN RESPECT OF FISHER CONTROLS COMPANY OF CANADA

Combined Single Limit	CANS\$1,000,000 any one occurrence
Bodily Injury and/or Property Damage	CANS\$1,000,000 annual aggregate where applicable

- XI. FIDELITY

\$3,000,000

All other policy conditions remain unchanged.

Attached to and forming part of SP8012(C)/H040065 of the

VARIOUS COMPANIES  
THOMAS P. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159207



**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 34 (Revised)

(4 out of 5)

**XII. WATER QUALITY INSURANCE SYNDICATE**

Section B - \$5,000,000 any one occurrence

**XIII. EXCESS WORKERS' COMPENSATION ACT**

U.S. \$1,000,000 any one occurrence except as respects Occupational Disease, where:

U.S. \$1,000,000 any one employee and  
in the aggregate  
annually per State

EXCESS OF:

U.S. \$ 100,000 any one employee

**XIV. Oil and/or Gas Exploration and Development Operations of the Assured and all operations incidental thereto**

\$100,000,000

**XV. SEEPAGE, POLLUTION AND CONTAMINATION LIABILITY in respect of oil and gas operations**

\$35,000,000 any one occurrence or such lesser amount as may  
be recoverable but in no case less than  
\$2,000,000 any one occurrence (self-insured)

**XVI. Assured's 50% Interest - Hydrocarbon Products Pty Limited**

a) Umbrella (Worldwide) A. \$4,000,000

b) General Liability and Products Liability providing difference in conditions coverage for  
EXCESS OF:  
A. \$1,000,000

c) Products Liability  
BETWEEN  
A. \$1,000,000

d) Public Liability  
AND/OR  
A. \$1,000,000

and coverage afforded under Item a) above

All other policy conditions remain unchanged.

SD8019(C)/UQA0065

Attached to and forming part of ..... of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02110

MONS 159208

MONSANTO COMPANY, ET AL

**ENDORSEMENT**Endorsement No. 34

(4 out of 5)

**XII. WATER QUALITY INSURANCE SYNDICATE**

Section B - \$5,000,000 any one occurrence

**XIII. EXCESS WORKERS' COMPENSATION Act**

U.S. \$1,000,000 any one occurrence except as respects Occupational Disease, where:

U.S. \$1,000,000 any one employee and  
in the aggregate  
annually per State

EXCESS OF:

U.S. \$ 100,000 any one employee

**XIV. Oil and/or Gas Exploration and Development Operations of the Assured and all operations incidental thereto**

\$100,000,000

**XV. SEEPAGE, POLLUTION AND CONTAMINATION LIABILITY in respect of oil and gas operations**

\$35,000,000 any one occurrence or such lesser amount as may be recoverable but in no case less than

\$2,000,000 any one occurrence (self-insured)

**XVI. Assured's 50% Interest - Hydrocarbon Products Pty Limited**

a) Umbrella (Worldwide) A. \$4,000,000

b) General Liability and Products Liability providing difference in conditions coverage for  
EXCESS OF:  
A. \$1,000,000

c) Products Liability A. \$1,000,000

d) Public Liability A. \$1,000,000

and coverage afforded under Item a) above

All other policy conditions remain unchanged.

608610(C)/H020065

Attached to and forming part of ..... of the

VARIOUS COMPANIES

THOMAS F. SPARS, INC.

BY:

THOMAS F. SPARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159209

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 34

(5 out of 5)

**XVII. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto Australia Ltd. and subsidiary companies**

A. \$1,000,000 any one occurrence

A. \$1,000,000 annual aggregate

**XVIII. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto PLC and subsidiary companies**

L. 1,000,000 any one occurrence

L. 1,000,000 annual aggregate where applicable

**XIX. OWNERS CONTROLLED EXCESS GENERAL LIABILITY (INCLUDING EMPLOYERS LIABILITY BUT EXCLUDING AUTO)**

Umbrella \$20,000,000/\$20,000,000

excess of

Primary GL \$1,000,000/\$1,000,000

Primary PL \$500,000

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/WGA0065 of the

WABING COMPANY

THOMAS C. SEARS, INC.

BY:

THOMAS C. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159210

**MONSANTO COMPANY**

## ENDORSEMENT

Endorsement No. 33

It is hereby understood and agreed that effective April 1, 1984, this coverage no longer applies with respect to Fidelity Insurance as shown on Endorsement No. 15.

**All other policy conditions remain unchanged.**

Attached to and forming part of ..... SD8019 (C) / UQA0065 ..... of the

## VARIOUS COMPANIES

**THOMAS E. SEARS, INC.**

**BY:**

**THOMAS E. BEARE, Inc.  
JOHN HANCOCK TOWER  
208 CLAREMONT STREET  
BOSTON, MASS. 02116**

MONS 159211

**MONSANTO COMPANY**

**ENDORSEMENT**

Endorsement No. 32

It is hereby understood and agreed that effective March 16, 1984,  
the additional Assured "Slay Bulk Terminals, Inc." is deleted  
hereon.

All other policy conditions remain unchanged.

Attached to and forming part of SD8019 (C)/UQA0065 of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

BY: .....

**MONS 159212**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 31

Effective April 1, 1984, it is understood and agreed that Endorsement No. 6 is cancelled and replaced as follows:

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Policy shall not apply to:

- A) Personal Injury or Property Damage arising out of any Pharmaceutical Product other than raw material supplied to manufacturing Chemists "A.O.M.A.," "A.E.M.A." (also known as NED137 and Carbetimer) and Continental Pharma S.A. Belgium
- B) Loss of and/or damage to Leased Premises.

*Suppl. d'assurance Continental*

All other policy conditions remain unchanged.

Attached to and forming part of ..... of the  
SD8019(C)/UCA0065  
VARIOUS COMPANIES  
THOMAS B. SEARS, INC.  
JY:

THOMAS B. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159213

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 30  
(page 1 of 2)

Effective April 1, 1984, it is understood and agreed that Endorsement No. 1 is cancelled and replaced as follows:

**BROAD AS PRIMARY RIDER**

It is hereby understood and agreed that in the event the Assured suffers a loss which is covered under the policies of the underlying insurance as set out in the schedule attached to this policy, the excess of which would be payable under this policy, except for terms and conditions of this policy which are not consistent with the underlying insurances, then notwithstanding anything contained in this policy to the contrary this Policy shall be amended to follow and be subject to the terms and conditions of such underlying insurances in respect of such loss.

The foregoing shall not, however, apply to:

- (1) Any coverage given under the underlying insurances for limits less than the full limit of the said underlying policy as stated in the schedule hereto.
- (2) Any nuclear incident exclusion clause attached to this policy.
- (3) Any seepage and pollution exclusion clause attached to this policy.
- (4) Exclusion (A) of this policy. *WC*
- (5) Exclusion (E) of this policy. *SW*
- (6) Charterers Legal Liability, Protection Indemnity or Bumsershoot Liability as respects the "S.S. Edgar M. Queeny."
- (7) "Joint Ventures," which coverage shall be in accordance with the attached Joint Ventures Clause unless otherwise provided herein.
- (8) Personal Injury or Property Damage arising out of any "pharmaceutical products" other than raw material supplied to manufacturing chemists "A.O.M.A.," "A.E.M.A." (also known as NFD137 and Carbetimer) and Continental Pharma S.A., Belgium.

All other policy conditions remain unchanged.

Attached to and forming part of

SD8019(C)/UCA0065

of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
JOHN MANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159214

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 10  
(page 2 of 2)

- (7) The definition of "ultimate net loss" which shall remain in accordance with definition 7 of the wording of this policy.
- (10) Loss of and/or damage to leased premises.
- (11) The "Frost Notice" provisions of this policy.
- (12) The cancellation provisions of this policy.
- (13) Claims based upon the Employee Retirement Income Security Act of 1974
- (14) Fidelity Coverage such as is afforded hereunder shall be in accordance with Endorsement No. 15 of this coverage.

It is further understood and agreed that coverage provided by the Underlying Comprehensive General Liability Policy No. 1861107 with Insurance Company of North America will not be further extended without obtaining agreement from Underwriters hereon. In the event of Underwriters hereon not agreeing to such further extension, coverage will be provided hereon as if such extension had not been granted.

All other policy conditions remain unchanged.

Attached to and forming part of .....

DEEDIN(C)/000063

of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
205 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159215



**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 29 (Page 1 of 2)

It is understood and agreed that effective April 1, 1983, the following items are added to the Schedule of Underlying Insurances:-

**XII. RESPECTS RADIATION DYNAMICS, INC.**

**A) GENERAL LIABILITY, AUTOMOBILE LIABILITY AND PRODUCTS LIABILITY**

Combined Single Limit, Bodily Injury and/or Property Damage  
\$500,000/\$500,000

**B) UMBRELLA LIABILITY**

\$2,000,000/\$2,000,000 which is in excess of A) above

It has been further understood and agreed by Underwriters, that with effect from inception, the following Part I Exclusion is added:

**C) U.K. Road Traffic Act Liability**

1. With effect from April 22, 1983, the following entity is added herein as an Additional Named Assured:-

"JACOB HARTS SEED CO., INC."

It has been further understood and agreed by Underwriters, that in respect of the foregoing, the following items are added to the Schedule of Underlying Insurances:-

**1. GENERAL LIABILITY**

Bodily Injury \$500,000/\$500,000  
Property Damage \$250,000/\$500,000

**FIREMAN'S FUND**

**2. AUTOMOBILE LIABILITY**

Combined Single Limit, Bodily Injury and/or Property Damage  
\$750,000

**FIREMAN'S FUND**

**3. UMBRELLA LIABILITY**

\$5,000,000 which is in excess of 1 and 2 above **US F AND G**

All other policy conditions remain unchanged.

Attached to and forming part of SDS019(C)/DQA0063 of the

**VARIOUS COMPANIES**  
**THOMAS E. SEARS, INC.**  
**BY:**

**THOMAS E. SEARS, Inc.**  
**JOHN HANCOCK TOWER**  
**200 CLAPBORN STREET**  
**BOSTON, MASS. 02116**

**MONS 159216**

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. **29 (Page 2 of 2)**

**2. FOR THE PERIOD JUNE 14, 1983 TO JULY 31, 1983**

**Item XII B) of the Schedule of Underlying Insurances is amended to read as follows:-**

**XII. RESPECTS RADIATION DYNAMICS, INC.**

**B) UMBRELLA LIABILITY**

**\$1,500,000/\$1,500,000 which is in excess of A)**

**3. With effect from July 31, 1983, Radiation Dynamics, Inc., was included in Monsanto's Primary General and Automobile Liability Policy, and effective August 1, 1983, was included in Multi-State Employers' Liability Policy.**

**4. With effect from December 1, 1983, the following entity is added heron as an additional Assured:-**

**HILL SAMUEL AUSTRALIA, LIMITED  
20 Bond Street, Sydney Australia**

**-As respects their premises which have been leased to Fisher Controls Pty, Limited**

All other policy conditions remain unchanged.

Attached to and forming part of

**SD0019(C)/DQA0063**

**VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:**

**THOMAS E. SEARS, Inc.  
JOHN MANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116**

**MONS 159217**



MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 27

It is hereby understood and agreed that exclusion (b) and Endorsement No. 11 of the policy wording hereon are deleted.

It is further understood and agreed that all occurrences resulting from operations where the Assured has less than 100 percent interest (other than those specified as named assureds hereon) shall be subject to the Joint Venture Clause MSA1687.

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, JR.  
JOHN HANCOCK TOWER  
225 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159219

**ENDORSEMENT**Endorsement No. **26****April 1, 1983****INSURED: MONSEANTO COMPANY, ET AL**

It is understood and agreed that **100%** % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
British National Insurance Company, Ltd.	5.84420
CNA Reinsurance of London, Limited	5.84420
Folkens International Insurance Company (UK) Limited	2.33760
Lexington Insurance Company	9.00000
Amson Insurance Company (UK) Limited	.97400
Walbrook Insurance Company, Limited	19.78400
El Paso Insurance Company, Limited	8.60000
Dart and Kraft Insurance Company, Limited	19.85600
Louisville Insurance Company, Limited	6.44800
Ledgate Insurance Company, Limited	5.16000
Bermuda Fire & Marine Insurance Company, Limited	6.88800
"Winterthur" Swiss Insurance Company	8.60000
Mutual Reinsurance Company, Limited	7.74400
Compagnie Europeenne d'Assurances Industrielles S.A.	1.72000
	<b>100.00000</b>

U. S. FEDERAL EXCISE TAX **6.78696**  
 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1968, or any amendments thereto.

**4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of **SD8019 (C)/UQA0065** of the

**VARIOUS COMPANIES****THOMAS E. SEARS, INC.****BY:**

THOMAS E. SEARS, Inc.  
 John Hancock Tower  
 200 Clarendon Street  
 Boston, Mass. 02116

**MONS 159220**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

25

Endorsement No. \_\_\_\_\_

April 1, 1983

It is hereby understood and agreed that effective April 14, 1983,  
Endorsement No. 23 is cancelled.

All other policy conditions remain unchanged.

Attached to and forming part of \_\_\_\_\_ SPND19(C)/UCA0065 \_\_\_\_\_ of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159221

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 24  
April 1, 1983

It is hereby understood and agreed that in the event the Assured does not renew with Underwriters for a further period of at least 12 months effective April 1, 1986, there is due an additional premium of \$200,000.

All other policy conditions remain unchanged.

Attached to and forming part of SL2019(C)/UCA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159222

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 23  
April 1, 1983

It is hereby understood and agreed that the following entities are added heron as Additional Assureds:

**British Aerospace PLC**

**British Aerospace, Inc.**

**(only in respect of the sale of "9125 series 700 A aircraft)**

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02118

MONS 159223



**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 22

April 2, 1983

**It is hereby understood and agreed that as respects Foreign Liability, the following entities are added heron as additional Assureds solely in respect of contracts with N.V. Monsanto Europe S.A.:**

**A) National Adhesives Corporation of Delaware,  
U.S.A., with Branch Office at Rue Ducale  
31-1000 Brussels.**

**B) Delft National Chemie B.V., Hoornwerk 45-75201  
G.S. Iutphen, Netherlands.**

**Subsidiaries of National Starch and Chemical Corporation**

**For the purpose of this contract, National Adhesives and Delft National shall be referred to as National.**

All other policy conditions remain unchanged.

Attached to and forming part of SD2019(C)/UCA0065 of the

**VARIOUS COMPANIES  
THOMAS E. SEARS, INC.**

**BY:**

**THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116**

**MONS 159224**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 21

April 1, 1983

It is hereby understood and agreed that Section P. of the Insuring Agreements is cancelled and replaced with the following:

This Policy may be cancelled only at anniversary date by Underwriters or their representative by sending by registered mail not less than 60 days prior to anniversary date notice to the Assured stating when such cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the named insured at the address shown in this Policy shall be sufficient proof of notice and the Insurance under this Policy shall end on the effective day of cancellation stated in the notice. Delivery of such written notice by the Underwriters or their representatives shall be equivalent to mailing.

If the Policy be cancelled by Underwriters the Underwriters shall retain the pro-rata portion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender a return premium with such notice. It is further understood and agreed that this Policy is non-cancellable by the Assured.

All other policy conditions remain unchanged.

Attached to and forming part of RD8012(C)/HQA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:

THOMAS E. SEARS, Inc.  
JOHN MANCOCK TOWER  
285 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159225



MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 19  
April 1, 1983

It is hereby understood and agreed that the following entity  
is added as an additional Assured:

**"LONDON LIFE INSURANCE COMPANY"**  
- solely in respect of their ownership of premises at  
43 Cowansview Road, Cambridge, Ontario

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
308 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159227

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 18

April 1, 1983

It is understood and agreed that the following is added:

This policy does not cover loss of or damage to property of the U.S. Government through purchase or use of products delivered to the U.S. Government pursuant to contracts which contain Government Contract Provision Number 7-104.45 (1974 APR) or 7-104.45 (1979 MAR) for sale of Coolanol<sup>R</sup> Dielectric Coolant and Heat Transfer Media OS-45, 54, 59 Dielectric Heat Transfer Fluid and Skydrol<sup>R</sup> Fire Resistant Hydraulic Fluid.

All other policy conditions remain unchanged.

Attached to and forming part of

SDA013(C)/UOAG063

of the

VARIOUS COMPANIES

THOMAS Y. SEARS, INC.

BY:

THOMAS E. SEARS, JR.  
JOHN MANCOCK TOWER  
288 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159228

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 17

April 1, 1983

In connection with the inclusion of Excess Workers Compensation in duly qualified self-insured states, it is understood and agreed that the following wording applies: Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this insurance is extended to include Worker's Compensation Act Liability in those states where the Assured is a duly qualified self-insurer.

It is further understood and agreed that as respects such coverage where the limit shown in the Schedule of Underlying Insurances is uninsured it is agreed that this insurance shall be subject to the same warranties, terms and conditions (except as regards the obligation to investigate and defend, and the amounts and limits of liability) as would have been applicable to the Assured had the Assured purchased a normal Worker's Compensation Policy in the amounts as specified in the Schedule of Underlying Insurances.

It is however understood and agreed that not later than twenty-four months from the expiry date of this insurance the Assured shall advise the Underwriters of all claims not finally settled which are likely to result in claims under this insurance. The Underwriters may then or at any time thereafter intimate to the Assured their desire to be released from liability in respect of any one or more such claims. In such event, the Assured and the Underwriters shall mutually appoint an Actuary or Appraiser to investigate, determine, and capitalize such claim or claims and the payment by the Underwriters or their portion of the amount so ascertained to be the capitalized value of such claim or claims shall constitute a complete and final release of the Underwriters.

It is further understood and agreed that nothing contained in the foregoing extension shall be deemed to amend or alter the aggregate provisions of this insurance applicable to Occupational Disease.

All other policy conditions remain unchanged.

SD8019(C)/UCA0055  
Attached to and forming part of ..... of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159229

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 10

April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that rights of subrogation have been waived on Barges P394A and P394B as respects Southern Terminal and Transport Company and Houston National Bank.

All other policy conditions remain unchanged.

Attached is and forming part of SD8019(C)/UQA0063 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159230

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 15 (Page 1 of 4)

April 1, 1983

In consideration of an Additional Premium of \$15,000 payable one-third annually, it is hereby understood and agreed that the following coverage forms a part of this Cover Note.

**EXCESS FIDELITY GUARANTEE - (COMMERCIAL BLANKET BOND)**

1. It is hereby understood and agreed that this Policy is extended to indemnify the Assured against all such loss as the Assured may during the policy period sustain or discover that they have sustained by reason of the dishonesty of any or all of their employees, as stated in the Primary Fidelity Insurance carried on such employees and covered thereunder, THE EXCESS OF the amount or amounts of such Primary Fidelity Insurance.

PROVIDED ALWAYS THAT this Bond is for an amount not exceeding the aggregate for all such loss the sum of \$5,000,000 and is subject to all the same terms and conditions as the said Primary Insurances, insofar as such terms and conditions do not conflict with the terms and conditions of this Bond.

2. Warranted free of all claim for losses not discovered within the periods of the policy of which this Bond forms part, and for losses sustained prior to April 1, 1983, 12:01 A.M. Standard Time (hereinafter called "the Retroactive date") but with the understanding that in the event of the cancellation, termination or expiration of this Bond as an entirety or as to any coverage or as to any employee, the Assured shall have the same period of time as provided in the Discovery Clause in the Primary Insurances following such cancellation, termination or expiration in which to discover losses which may have occurred between the date named in this warranty and the date of such cancellation, termination or expiration, provided always that such Discovery period shall not exceed three years from the date of cancellation, termination or expiration of this Bond as an entirety or as to any coverage or as to any employee, whichever shall first happen.

Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event of this Bond being immediately succeeded by a similar Bond with the Underwriters on which the Retroactive date is April 1, 1983, 12:01 A.M. Standard Time the said succeeding Bond shall be deemed to be a renewal hereof and in consequence the discovery period provided herein shall not be operative.

All other policy conditions remain unchanged.

Attached to and forming part of ..... SD8019(C)/UQA0063 ..... of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:

THOMAS E. SEARS, JR.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159231



MONSANTO COMPANY, ET AL

## ENDORSEMENT

Endorsement No. 15 (Page 2 of 4)

April 1, 1983

3. It is a condition of this Bond that the Primary Insurances specified in the Schedule herein of which this Bond pays the EXCESS shall be maintained in full force and effect throughout the period of this Bond.

4. Upon the discovery of any loss hereunder this Bond shall be treated as reinstated so as at all time to continue in force for the sum set forth herein notwithstanding any previous loss for which the Underwriters may have paid or be liable to pay hereunder provided, however, that in no event shall the Underwriters be liable hereunder for an amount greater than \$5,000,000 on account of any one loss or series of losses caused by the fraudulent or dishonest acts of any employee or in which such employee is concerned or implicated.

5. In case any reimbursement be obtained or recovery made by the Assured or by the Underwriters on account of any loss covered under this Bond, the net amount of such reimbursement or recovery, after deducting the actual cost of obtaining or making the same, shall be applied to reimburse the Assured in full for that part, if any, of such loss in excess of this Bond, and the balance, if any, or the entire net reimbursement or recovery if there be no such excess loss, shall be applied to that part of such loss covered by this Bond, or, if payment shall have been made by the Underwriters to its reimbursement therefor. The Assured shall execute all necessary papers and render all assistance not pecuniary to secure unto the Underwriters the rights provided for in this paragraph. The following shall not be reimbursement or recovery within the meaning of this paragraph; suretyship, insurance or reinsurance; also security or indemnity taken from any source by or for the benefit of the Underwriters.

6. This Bond shall be deemed cancelled as to any Employee

- (a) immediately upon discovery by the Assured, or if the Assured be a Corporation by any Officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or
- (b) upon the effective date of the termination or cancellation of said Primary Insurances as to such Employee or as to the position filled by such Employee; or
- (c) at 12:01 A.M. Standard Time as aforesaid upon the effective date specified in a written notice served upon the Assured or sent by a registered mail.

All other policy conditions remain unchanged.

Attached to and forming part of .....SD8019(C)/UQA0065..... of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, INC.  
JOHN MANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159232

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. ~~15(PAGE 3 OF 4)~~

April 1, 1983

Such date if the notice be served shall be not less than fifteen days after such service or, if sent by registered mail, not less than twenty days after the date borne by the Sender's registry receipt.

7. This Bond shall be deemed cancelled as an entirety on the effective date of the termination or cancellation of the Primary Fidelity Insurance specified in the Schedule or in accordance with the provisions of the Conditions of the Policy of which this Bond forms a part.
8. NOTWITHSTANDING anything to the contrary contained herein, it is hereby declared and agreed that this Bond, subject to its other terms, limitations and conditions, shall extend to cover any valid claim under the Fidelity Guarantee Bond(s) carried by the Assured continuously up to and prior to April 1, 1983, 12:01 A.M. Standard Time (hereinafter called "SUPERSEDED BOND(S)") which is not recoverable thereunder owing to the expiration of the period allowed therein following expiration, cancellation or termination in which to discover losses.

In the event of the limit of liability under Bond(s) of which this Bond pays the excess, being reduced in respect of any loss also covered hereunder solely by reason of the operation of a Non-Cumulative Superseded Suretyship Rider contained therein, the Underwriters in determining the amount of loss under this Bond shall deduct only that portion, if any, remaining after such reduction.

It is further understood and agreed that the Superseded Bond(s) and this Bond shall not be cumulative in amount and in the event of a loss discovered before the expiration of the above mentioned extension period, involving both the Superseded Bond(s) and this Bond, the amount attaching to the Superseded Bond(s) shall be first paid, and then the difference, if any, between such amount and the amount of cover afforded by this Bond (but not exceeding the amount of loss occurring during the period of indemnity provided by this bond) shall be payable hereunder.

Nothing in this clause however shall be deemed to render the Underwriters liable for loss of a nature not insured under this Bond or to increase their liability in respect of any loss or series of losses beyond the amount of this Bond.

All other policy conditions remain unchanged.

SD8109(C)/UGA0065

Attached to and forming part of

..... of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159233

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

15 (Page 4 of 4)

Endorsement No. \_\_\_\_\_

April 1, 1983

9. This Bond is subject otherwise to the terms and conditions of the policy of which it forms part and nothing contained herein shall operate to increase Underwriters' limit of liability of \$5,000,000 in respect of any one occurrence.

**SCHEDULE OF UNDERLYING INSURANCE**

**TYPE OF INSURANCE**

**UNDERLYING LIMITS OF LIABILITY**

World Wide Commercial  
Blanket Bond - Fidelity Insurance

\$3,000,000

All other policy conditions remain unchanged.

Attached to and forming part of

SD8019(C)/CQA0065

of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, INC.  
JOHN MANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159234

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 14 (Page 1 of 2)

April 1, 1983

**EMPLOYEE BENEFIT LIABILITY INSURANCE**

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this Policy is extended to indemnify the Assured in respect of all sums which the Assured shall become legally obligated to pay on account of any claim made against the Assured and caused by any negligent act, error or omission of the Assured or any other person for whose acts the Assured is legally liable in the administration of the Assured's Employee Benefit Programs as defined herein.

The term "Assured" wherever used in this addendum shall mean the Named Assured under this Policy and any partner, executive officer, director, stockholder or employee, provided such employee is authorized to act in the administration of the Named Assured's Employee Benefit Programs.

The term "Employee Benefit Programs" shall mean group life insurance, group accident or health insurance, pension plans, employee stock subscription plans, workmens compensation, unemployment insurance, social security, disability benefits and any other similar Employee Benefit Programs.

The term "Administration" shall mean -

- (1) Giving counsel to employees, annuitants or their representatives with respect to the Employee Benefit Programs;
- (2) Interpreting the Employee Benefit Programs;
- (3) Handling of records in connection with the Employee Benefit Programs;
- (4) Effecting enrollment of employees under the Employee Benefit Programs;

all provided such acts authorized by the Named Assured.

All other policy conditions remain unchanged.

Attached to and forming part of

SD8019(C)/UQA0065

of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
ET:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159235



MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 13

April 1, 1983

Notwithstanding anything contained herein to the contrary, it is understood and agreed that insofar as coverage is available to the Assured in the Underlying Insurance as set out in the schedule attached to this insurance, the following is added to this insurance as an Additional Assured:

**Polyamide Intermediates Limited (P.I.L.)**

It is further understood and agreed that with respect to the foregoing, this insurance shall not apply to loss or damage to Monsanto property. It is also understood and agreed that revenue resulting from this Additional Assured shall be included in the gross revenue reported to the Underwriters for adjustment in accordance with the policy conditions.

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the

**VARIOUS COMPANIES**  
**THOMAS E. SEARS, INC.**  
BY: .....

THOMAS E. SEARS, INC.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159237

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 12

April 1, 1983

**NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance excludes Charterers Legal Liability, Protection and Indemnity and Bumsershoot Liability as respects the "S.S. Edgar M. Queeny".**

All other policy conditions remain unchanged.

Attached to and forming part of

SD8019(C)/UQA0065

of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Ins.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159238

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 11

April 1, 1983

It is hereby understood and agreed that Exclusion (b) appearing on page 4 of the wording attached hereto is hereby deemed to be deleted and amended to read as follows:

- b) to personal injury, property damage or advertising liability arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a named Assured.

*See page 421*

All other policy conditions remain unchanged.

Attached to and forming part of SD2015(C)/UCAB065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159239



MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 10

April 1, 1983

NOTWITHSTANDING the fact that the limits shown in the Schedule of Underlying Insurances are expressed in United States Dollars, it is understood and agreed that where underlying insurance is carried in currencies other than United States Dollars, the limit required in such other currency shall be a figure which, taking into consideration any adverse difference in exchange is equivalent to not less than 90% of the United States Dollar limit shown in the Schedule of Underlying Insurances.

All other policy conditions remain unchanged.

Attached to and forming part of SDB019(C)/LCA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159240

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 9

April 1, 1983

It is agreed that the insurance does not apply to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is both sudden and accidental.

All other policy conditions remain unchanged.

Attached to and forming part of \_\_\_\_\_ of the

SPR012(C)/MCA0065

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159241

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. \_\_\_\_\_

April 1, 1983

**Joint Ventures.** With respect to liability of the assured as a member, whether operating or otherwise, of any joint venture partnership, joint lease or joint operating agreement (herein called joint venture),

- 1) the limit of liability stated in the declarations shall be reduced to an amount of which bears the same relationship to such designated limit of liability as the assured's percentage of participation in such joint venture bears to the total percentage of all members' participation therein, and
- 2) with respect to liability assumed by the assured as a member of a joint venture, Underwriters shall not be liable for a greater share of damages arising out of each occurrence than the assured's percentage in such joint venture bears to the total percentage of all members' participation therein,

but this paragraph does not apply to the limit of liability designated in the declarations as "aggregate" or to any deductible amount. If the assured's percentage of participation cannot be determined by a written joint venture agreement, the assured shall be deemed to be participating no greater than equally with all other members of such joint venture. In no event shall insolvency of any member of the joint venture increase Underwriters' liability hereunder.

All other policy conditions remain unchanged.

Attached to and forming part of \_\_\_\_\_

SP-019(C)/UCA0065

of the

VARIOUS COMPANIES

THOMAS W. SEARS, INC.

BY: \_\_\_\_\_

THOMAS W. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159242

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 7  
April 1, 1983

It is understood and agreed that all claims reserves of primary Comprehensive General Liability Insurers for \$1,000,000 or more are to be referred to Peterson, Ross, Schloerb & Seidel, who shall have the option to co-operate in the defense of such claims.

It is further understood and agreed that Peterson, Ross, Schloerb & Seidel will review the impairment of Primary aggregates Semi-Annually and that such review will be submitted to the Underwriters within 60 days of the close of each Semi-Annual period.

All other policy conditions remain unchanged.

Attached to and forming part of SPB013(C)/UQA0063 of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159243

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 5

April 1, 1983

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Policy shall not apply to:

- A.) Personal Injury or Property Damage arising out of any pharmaceutical product other than raw material supplied to manufacturing Chemists and "A.O.H.A." and "A.E.M.A."
- B.) Loss of and/or damage to Leased Premises

All other policy conditions remain unchanged.

Attached to and forming part of EL5019(C)/UCA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159244

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 5  
April 1, 1983

It is further understood and agreed that except insofar as coverage is available to the Assured in the Underlying Insurances as set out in the attached Schedule, this Policy shall not apply to:-

- A.) Punitive and/or Exemplary Damages except as absolutely excluded elsewhere herein
- B.) the Liability of Employees
- C.) Medical Malpractice
- D.) Liability resulting from Ownership, Maintenance and/or Operation of any Dock, Wharf and/or Quay facility
- E.) Liability resulting from Ownership, Operations and/or Maintenance of any railroad
- F.) Liability resulting from Watercraft in the Assured's Care, Custody or Control
- G.) Foreign Operations and/or Sales *See endorsement # 35*
- H.) Owned/Non-Owned Watercraft Liability except as absolutely excluded elsewhere herein
- I.) Charterers Liability, except as absolutely excluded elsewhere herein
- J.) Personal Injury, except as absolutely excluded elsewhere herein

All other policy conditions remain unchanged.

Attached to and forming part of SES019(C)/UCA0065 of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159245

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 4

April 1, 1983

1. DEFINITION OF "NAMED ASSURED"

- (A) Monsanto Company and/or subsidiaries, <sup>AND ITS</sup> owned and controlled companies, held directly or indirectly, as now hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

2. Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums and receiving of return premiums, if any.

3. The following are included as Assureds hereunder:

- (A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but only for any limit of insurance greater than that specified in the Monsanto - Emery agreement. 8-1-83
- (B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at plants jointly owned by Monsanto Company and TOSCO Corporation at Avon, California but not for any limit of insurance greater than that specified in the Monsanto - TOSCO agreement.
- (C) Glay Bulk Terminals, Inc. is included as an additional Assured hereunder but only with respect to the liability arising from the operations of Monsanto Company at Barton Street terminals, and subject to the limit of insurance as specified in the Barton Street operating agreements. 3-16-83

Nothing contained in the foregoing shall increase underwriters limit of liability under this policy from that shown in the declarations.

All other policy conditions remain unchanged.

Attached to and forming part of

SDA019(C)/UQA0063

of the

VARIOUS COMPANIES  
THOMAS F. SEARS, INC.  
BY:

THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159246

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 3  
April 1, 1983

Notwithstanding anything contained herein to the contrary in Condition A of the attached wording, it is hereby agreed that the premium for this policy of \$1,950,000 is due and payable in installments as follows:

April 1, 1983	\$650,000
April 1, 1984	\$650,000
April 1, 1985	\$650,000

The premiums shown above are applicable to 100% of the limits of liability stated in this Policy.

All other policy conditions remain unchanged.

Attached to and forming part of

SC8019(C)/UQA0065

of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:

THOMAS E. SEARS, JR.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159247



Indorsement No. 2

## MONSANTO COMPANY

SCHEDULE OF UNDERLYING INSURANCES**I. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY - I/A  
Except for Fisher Controls Corporation of Delaware (U.S.A. and  
Canada) and Monsanto Canada Limited**

(a) Joint Venture Liability as respects Monsanto, limited to  
Monsanto's percentage interest in Joint Venture, i.e.  
percent of \$2,000,000 not less than \$1,000,000

(b) Limits as respects all other coverages:

	<u>Occurrence</u>
	\$2,000,000 each occurrence
Bodily Injury and Property Damage CSL	<u>Aggregate</u>
	\$5,000,000 in the aggregate annually as respects Products/Completed Operations - Personal Injury and Property Damage
	\$2,000,000 in the aggregate annually as respects Personal Injury other than resulting from Products/Completed Operations
	\$2,000,000 in the aggregate annually as respects Malpractice Injury
	\$2,000,000 in the aggregate annually as respects Property Damage separately for (A) through (B) below and separately for each project away from premises in (A) below:
	(A) Independent Contractors, etc.
	(B) Contractual other than incidental contract
	but in event annual aggregate as respects (A) above is exhausted \$500,000 any one loss in respect of contracts between Assured and ACBL and Alliance Marine (self-insured) shall apply

Employee Benefits Liability

\$2,000,000 each employee ) self-insured  
\$2,000,000 in the aggregate annually)

MONS 159248

Page Two

**I. EMPLOYERS LIABILITY AND EMPLOYEES LIABILITY AS RESPECTS OCCUPATIONAL DISEASE**

(a) Insurance Company of North America - All States

Coverage A - U.S. \$1,000,000 any one occurrence  
 U.S. \$1,000,000 in the aggregate annually per  
 state as respects Occupational  
 Disease

**III. ADVERTISING LIABILITY (worldwide)**

\$1,000,000 (Self-Insured)

**IV. WATERCRAFT LIABILITY as respects owned and leased barges**

Protection and Indemnity - \$5,000,000 any one occurrence

**V. FOREIGN INSURANCE - COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY (Subject to normal local policy conditions) - Various**

Minimum limits equivalents:

Bodily Injury U.S. \$250,000/\$500,000/\$500,000  
 Property Damage U.S. \$500,000/\$500,000

or limits actually carried, whichever is greater

**VI. AVIATION LEGAL LIABILITY as respects Monsanto Company, its U.S. subsidiaries and Monsanto Canada, Inc. (Worldwide)**

\$10,000,000 Combined Single Limit including consumed  
 and hired

**VII. CHARTERER'S LEGAL LIABILITY IN RESPECT OF UNSPECIFIED VESSELS as respects Monsanto Company and its U.S. subsidiaries, and M.L. Australian Fluorine Chemicals Pty Limited, Hydrocarbon Products Pty Limited, Raviner Australia Limited**

\$2,000,000 any one loss Monsanto Oil & Gas Division  
 separately insured

**VIII.**

**CHARTERER'S LEGAL LIABILITY IN RESPECT OF UNSPECIFIED VESSELS as respects Monsanto, P.L.C. and associated and affiliated companies**

Underwriters at Lloyd's of London and Various Companies £500,000 any one loss

**IX. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Assured's subsidiary Fisher Controls International, Inc. excluding Fisher Controls of Canada**

\$1,000,000 any one occurrence	Combined Single Limit
\$1,000,000 in the aggregate where applicable (Provided by the main Monsanto self-insured program)	Bodily Injury and Property Damage

MONS 159249

Page Three

- X. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto Canada Inc., and Monsanto Oil Ltd. including Fisher Controls of Canada, however, the latter carries a sub limit of:

Combined Single Limit	CAN\$2,000,000 any one occurrence
Bodily Injury and/or	CAN\$2,000,000 annual aggregate where
Property Damage	applicable

SUBLIMIT IN RESPECT OF FISHER CONTROLS COMPANY OF CANADA

Combined Single Limit	CAN\$1,000,000 any one occurrence
Bodily Injury and/or	CAN\$1,000,000 annual aggregate
Property Damage	where applicable

XI. VIGILITY

\$3,000,000

XII. WATER QUALITY INSURANCE SYNDICATE

Section B - \$5,000,000 any one occurrence

XIII. EXCESS WORKERS' COMPENSATION

U.S. \$1,000,000 any one occurrence except as respects Occupational Diseases, where:

U.S. \$1,000,000 any one employee  
and in the aggregate  
annually per state

EXCESS OF:

U.S. \$ 100,000 any one employee

XIV. Oil and/or Gas Exploration and Development Operations of the Assured and all operations incidental thereto

\$100,000,000

XV. CLEANUP, COLLECTION AND CONTAMINATION LIABILITY in respect of Oil and Gas Operations

\$35,000,000 any one occurrence or such lesser amount  
as may be recoverable but in no case less than  
\$2,000,000 any one occurrence (self-insured)

XVI. Assured's 50% Interest - Hydrocarbon Products Pty Limited

a) Umbrella (Worldwide) A. \$4,000,000

b) General Liability and Products Liability providing Difference in conditions coverage for EXCESS OF: A. \$1,000,000

c) Products Liability A. \$1,000,000

d) Public Liability A. \$1,000,000

and coverage afforded under Item a) above

MONS 159250

Page Four

**VII. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto Australia Ltd. and subsidiary companies**

A. \$1,000,000 any one occurrence

A. \$1,000,000 annual aggregate

**VIII. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto PLC and subsidiary companies**

\$ 1,000,000 any one occurrence

\$ 1,000,000 annual aggregate where applicable

**IX. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Radiation Dynamics, Inc. and subsidiary companies**

\$ 500,000 any one occurrence

\$ 500,000 annual aggregate where applicable

**X. UMBRELLA LIABILITY excess of IX, above**

\$ 2,000,000 any one occurrence

\$ 2,000,000 annual aggregate where applicable

MONS 159251

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

1 (Page 1 of 2)

Endorsement No.

April 1, 1983

**BROAD AS PRIMARY RIDER**

It is hereby understood and agreed that in the event the Assured suffers a loss which is covered under the policies of the underlying insurance as set out in the schedule attached to this policy, the excess of which would be payable under this policy, except for terms and conditions of this policy which are not consistent with the underlying insurances, then notwithstanding anything contained in this policy to the contrary this Policy shall be amended to follow and be subject to the terms and conditions of such underlying insurances in respect of such loss.

The foregoing shall not, however, apply to:

- (1) Any coverage given under the underlying insurances for limits less than the full limit of the said underlying policy as stated in the schedule hereto.
- (2) Any nuclear incident exclusion clause attached to this policy.
- (3) Any seepage and pollution exclusion clause attached to this policy.
- (4) Exclusion (A) of this policy. *WC*
- (5) Exclusion (E) of this policy. *WC*
- (6) Charterers Legal Liability, Protection Indemnity or Bunkershoot Liability as respects the "C.S. Edgar M. Queeny".
- (7) "Joint Ventures", which coverage shall be in accordance with the attached Joint Ventures Clause unless otherwise provided herein.
- (8) Personal Injury or Property Damage arising out of any "pharmaceutical products" other than raw material supplied to manufacturing chemists and "A.O.M.A." and "A.E.M.A."

All other policy conditions remain unchanged.

ED0019(C)/UCA0065

Attached to and forming part of

VARIOUS COMPANIES

of the

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159252

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1 (Page 2 of 2)

April 1, 1983

- (9) The definition of "ultimate net loss" which shall remain in accordance with definition 7 of the workings of this policy.
- (10) Loss of and/or damage to leased premises.
- (11) The "Prompt Notice" provisions of this policy.
- (12) The cancellation provisions of this policy.
- (13) Claims based upon the Employee Retirement Income Security Act of 1974.
- (14) Fidelity Coverage such as is afforded hereunder shall be in accordance with Endorsement No. 21 of this coverage.

It is further understood and agreed that coverage provided by the Underlying Comprehensive General Liability Policy No. ISG1107 with Insurance Company of North America will not be further extended without obtaining agreement from Underwriters hereon. In the event of Underwriters hereon not agreeing to such further extension, coverage will be provided hereon as if such extension had not been granted.

All other policy conditions remain unchanged.

Attached to and forming part of ..... of the  
.....  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
308 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159253

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 617 424-1400  
TELEX NUMBER 94-0635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## REVISED

Insurance Cover Note—No. : SD8019(C)/UQA0065  
Renewal Of: SD5023(C)/UMA0223

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$5,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$5,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$5,000,000 as indicated above but only to pay the excess of:  
1. The limits of applicable underlying insurance as set forth in the attached schedule (See Endorsement No. 2), or  
2. \$100,000 Ultimate Net Loss in respect of each occurrence.

PERIOD: FROM: April 1, 1983 TO: April 1, 1986  
Both Days 12:01 A.M. Standard Time  
Plus 3 Year Flat Charge for Fidelity: \$15,000 PREMIUM: \$1,950,000 (For 100% of Cover) payable as indicated on Endorsement No. 3  
Plus 3 Year Flat Charge for Marine: \$75,000  
(payable 1/3 annually) see Endorsement No. 20  
Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

Radioactive Contamination Exclusion Clause—Liability—Direct NMA1477  
Nuclear Incident Exclusion Clause—Liability—Direct (Broad) NMA1256

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84  
THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158016

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and  
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158017



**THOMAS E. SEARS · INC.**

**INSURANCE**

TELEPHONE 417 416-8300  
TELEX NUMBER 94-992

PARK SQUARE BUILDING  
31 ST. JAMES AVENUE  
BOSTON, MASS. 02116

ATTACHING TO AND FORMING PART OF POLICY NO.

## **UMBRELLA POLICY (LONDON 1971)**

Named Assured: As stated in Item 1 of the Declarations forming a part hereof

and/or subsidiary, associated, affiliated companies or owned and controlled companies, as now or hereafter constituted and of which prompt notice has been given to Underwriters (hereinafter called the "Named Assured").

### **INSURING AGREEMENTS**

#### **I. COVERAGE —**

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of: —

- ( i) Personal Injuries
- ( ii) Property Damage
- ( iii) Advertising liability,

caused by or arising out of each occurrence happening anywhere in the world.

#### **II. LIMIT OF LIABILITY —**

Underwriters hereon shall only be liable for the ultimate net loss the excess of either

- (a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,
- or (b) \$25,000 ultimate net loss in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "underlying limits"):

and then only up to a further sum as stated in Item 2 (a) of the Declarations in all in respect of each occurrence — subject to a limit as stated in Item 2 (b) of the Declarations in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

**MONS 158018**

— 2 —

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy *subject to all the terms, conditions and definitions hereof shall*

- (1) in the event of reduction pay the excess of the reduced underlying limit
- (2) in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Assured shall not operate to increase Underwriters' limits of liability *beyond those set forth in the Declarations.*

#### **THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS**

##### **1. ASSURED —**

The unqualified word "Assured" wherever used in this policy, includes: —

- (a) *The Named Assured, and, if the Named Assured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;*
- (b) any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Assured;
- (c) any person, organization, trustee or estate to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, *but only to the extent of such obligation* and in respect of operations by or on behalf of the Named Assured or of facilities of the Named Assured or of facilities used by the *Named Assured;*
- (d) any additional assured (not being the Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Assured under any underlying insurances as set out in attached schedule;
- (e) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this sub-division (e), with respect to any person or organization other than the Named Assured shall not apply —
  - 1. to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
  - 2. to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of any of the *forementioned;*
  - 3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (e) shall not apply if it restricts the insurance granted under sub-division (d) above.
  - 4. with respect to any non-owned automobile to any *officer, director, stockholder, partner or employee of the Named Assured* if such automobile is owned in full or in part by him or a member of his household;

MONS 158019

— 3 —

## 2. PERSONAL INJURIES —

The term "Personal Injuries" wherever used herein means bodily injury (*including death at any time resulting therefrom*), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

## 3. PROPERTY DAMAGE —

The term "Property Damage" wherever used herein shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Assured).

## 4. ADVERTISING LIABILITY —

The term "Advertising Liability" wherever used herein shall mean:

- 1) Libel, slander or defamation;
- 2) Any infringement of copyright or of title or of slogan;
- 3) Piracy or unfair competition or idea misappropriation under an implied contract;
- 4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Assured's advertising activities.

## 5. OCCURRENCE —

The term "Occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

## 6. DAMAGES —

*The term "Damages" includes damages for death and for care and loss of services resulting from personal injury and damages for loss of use of property resulting from property damage.*

## 7. ULTIMATE NET LOSS —

The term "Ultimate Net Loss" shall mean the total sum which the Assured, or his Underlying Insurers as scheduled, or both, become obligated to pay by reason of personal injuries, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Assured's or of any underlying insurers' permanent employees.

The Underwriters shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

## 8. AUTOMOBILE —

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

MONS 158020

— 4 —

## 9. AIRCRAFT —

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

## 10. PRODUCTS LIABILITY —

The term "Products Liability" means

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name (*hereinafter called "the Assured's products"*) if the occurrence occurs after possession of such goods or products has been relinquished to others by the Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Assured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;
- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Assured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph:
  - (i) pick-up or delivery, except from or onto a railroad car, (ii) the maintenance of vehicles owned or used by or in behalf of the Assured, (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

## 11. ANNUAL PERIOD —

The term "Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.

## THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This Policy shall not apply: —

- (a) to any obligation for which the Assured and any company as its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Assured under contract or Agreement;
- (b) to personal injury, property damage or advertising injury arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a Named Assured;
- (c) to claims made against the Assured;
  - (i) on account of Personal Injuries or Property Damage resulting from the failure of the Assured's products or work completed by or for the Assured to perform the function or serve the purpose intended by the Assured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any Assured; but this exclusion (i) does not apply to Personal Injuries or Property Damage resulting from the active malfunctioning of such products or work;
  - (ii) on account of Property Damage to the Assured's products arising out of such products or any part of such products;

*Diels  
See  
2nd. h.  
2/1*

MONS 158021

— 5 —

- (iii) *on account of Property Damage to work performed by or on behalf of the Assured arising out of work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;*
  - (iv) *for the withdrawal, inspection, repair, replacement, or loss of use of the Assured's products or work completed by or for the Assured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.*
- (d) with respect to advertising activities, to claims made against the Assured for:
- (i) failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
  - (ii) infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
  - (iii) incorrect description of any article or commodity;
  - (iv) mistake in advertised price;
- (e) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- (f) *to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, colour or national origin.*
- Except insofar as coverage is available to the Assured in the underlying insurances as set out in the attached Schedule, this policy shall not apply:
- (g) to the liability of any Assured hereunder for assault and battery committed by or at the direction of such Assured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing Personal Injuries or Property Damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
  - (h) with respect to any aircraft owned by the Assured except liability of the Named Assured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
  - (i) with respect to any watercraft owned by the Assured, while away from premises owned, rented or controlled by the Assured, except liability of the Named Assured for watercraft not owned by them, it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
  - (j) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.

MONS 158022

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**THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS —****A. PREMIUM —**

Unless otherwise provided for the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Conditions B. and P.

**B. ADDITIONAL ASSURED —**

In the event of additional assureds being added to the coverage under the Underlying Insurances during currency hereof prompt notice shall be given to Underwriters hereon *who shall be entitled* to charge an appropriate additional premium hereon.

**C. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY —**

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in item 2 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

**D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE —**

As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Assured, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amounts and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claim is made hereunder.

**E. INSPECTION AND AUDIT —**

*Underwriters shall be permitted but not obligated to inspect the Assured's property and operations at any time. Neither the Underwriters' rights to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Assured or others, to determine or warrant that such property or operations are safe.*

*Underwriters may examine and audit the Assured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.*

**F. CROSS LIABILITY —**

In the event of claims being made by reason of personal injury suffered by any employee of one Assured hereunder for which another Assured hereunder is or may be liable, then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

In the event of claims being made by reason of damage to property belonging to any Assured hereunder for which another Assured is, or may be, liable then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase Underwriters' limit of liability as set forth in Insuring Agreement II.

**G. NOTICE OF OCCURRENCE —**

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this policy, notice shall be sent as stated in Item 4 of the Declarations

MONS 158023

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as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

#### H. ASSISTANCE AND CO-OPERATION —

The Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured but Underwriters shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve Underwriters, in which event the Assured and Underwriters shall co-operate in all things in the defense of such claim, suit or proceeding.

#### I. APPEALS —

In the event the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, Underwriters may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of Underwriters for ultimate net loss exceed the amount set forth in Insuring Agreement II for any one occurrence and in addition the cost and expense of such appeal.

#### J. LOSS PAYABLE —

Liability under this policy with respect to any occurrence shall not attach unless and until the Assured, or the Assured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Assured shall make a definite claim for any loss for which the Underwriters may be liable under this policy within twelve (12) months after the Assured shall have paid an amount of ultimate net loss in excess of the amount borne by the Assured or after the Assured's liability shall have been fixed and rendered certain either by final judgement against the Assured after actual trial or by written agreement of the Assured, the claimant, and Underwriters. If any subsequent payments shall be made by the Assured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

#### K. BANKRUPTCY AND INSOLVENCY —

In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Underwriters shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

#### L. OTHER INSURANCE —

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is *specifically stated to be in excess of this policy*, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

#### M. SUBROGATION —

Inasmuch as this policy is "Excess Coverage", the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, the Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reim-

MONS 158024

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bursed up to the amount paid by them; the Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

#### N. CHANGES —

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop Underwriters from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Underwriters.

#### O. ASSIGNMENT —

Assignment of interest under this policy shall not bind Underwriters unless and until their consent is endorsed hereon.

#### P. CANCELLATION —

This policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Underwriters, the Underwriters shall retain the pro rata proportion of the premium for the period this policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

#### Q. CURRENCY —

The premium and losses under this policy are payable in the currency stated in Item 5 of the Declarations. Payment of Premium shall be made as stated in Item 6 of the Declarations.

#### R. CONFLICTING STATUTES —

In the event that any provision of this policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.

#### S. SERVICE OF SUIT CLAUSE —

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 7 of the Declarations, and that in any suit instituted against any one of them upon this policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 7 are authorized and directed to accept service of process on behalf of

MONS 158025



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Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this policy of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**T. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING INSURANCES —**

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period *without reduction of coverage or limits* except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Underwriters shall only be liable to the same extent as they would have been had the Named Assured complied with the said condition.

UMBRELLA POLICY (LONDON 1971)  
30.12.70

**MONS 158026**

ATTACHING TO AND FORMING PART OF POLICY NO.

**REVISED  
DECLARATIONS**

ITEM 1. (a) Named Assured:—

**MONSANTO COMPANY, ET AL**

(b) Address of Named Assured:—

**800 North Lindbergh Boulevard  
St. Louis, Missouri 63166**

ITEM 2. Limit of Liability — as Insuring Agreement II.

(a) Limit in all in respect of each occurrence **\$ 5,000,000**

(b) Limit in the aggregate for each annual  
period where applicable **\$ 5,000,000**

ITEM 3. Policy Period:— **April 1, 1983 to April 1, 1986**

ITEM 4. Notice of Occurrence (Condition G) to:—  
**THOMAS E. SEARS, INC.  
John Hancock Tower  
200 Clarendon Street  
Boston, MA 02116**

ITEM 5. Currency (Condition Q):— **United States Dollars**

ITEM 6. Payment of Premium (Condition Q) to:—  
**THOMAS E. SEARS, INC.  
John Hancock Tower  
200 Clarendon Street  
Boston, MA 02116**

ITEM 7. Service of Process (Condition S) upon:—  
**Peterson, Ross, Schloerb & Seida  
Suite 7300  
200 East Randolph Drive  
Chicago, IL 60601**

**MONS 158027**

**U.S.A.**

**NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability).

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

**This policy\***

does not apply:—

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued, would be entitled to indemnity from the United States of America, or any agency, interest, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility or any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:
 

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material, "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation of any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

  - (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabrication or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 150 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* Note:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverages to which this clause is to apply.

Printed at Lloyd's, London, England.  
17/3/68  
N.M.A. 1256

MONS 158028

U.S.A.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT**  
(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

*For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.*

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

~~EXCLUDED BY POLICY WORDING~~

13/2/84  
N.M.A. 1477

MONS 158029

THOMAS E. SEARS, INC.

**JOINT VENTURE CLAUSE**

**(THIRD PARTY LIABILITY)**

*(Approved by Lloyd's Underwriters' Non-Marine Association)*

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arises in any manner whatsoever out of the operations or activities of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurance(s) and (b) the limits of any underlying insurance(s) not reduced.

22/1/79

N.M.A. 1687

**MONS 158030**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 12

It is hereby understood and agreed that effective December 1, 1984, the following entity is added hereon as an additional assured but only as respects the contract with Fisher Controls of Canada:

Syncrude Canada, Ltd.

All other policy conditions remain unchanged.

Attached to and forming part of SP8019(C)/UQA0065 of the

VARIOUS COMPANIES  
THOMAS P. SPARR, INC.  
BY:

THOMAS E. SEARS, Inc.  
JOHN MANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS 02116

**MONS 158031**

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

**41**

Endorsement No. \_\_\_\_\_

It is hereby understood and agreed that effective inception, the following condition shall not apply to liability arising from Section II, Employers Liability and Employees Liability as respects Occupational Disease and Section XV, Workers Compensation Act (all self-insured states) of the Schedule of Underlying Insurance.

**NMA 1256 - Nuclear Incident Exclusion Clause-Liability-Direct  
(Broad) - USA**

**NMA 1477 - Radioactive Contamination Exclusion Clause-Liability-Direct - USA**

All other policy conditions remain unchanged.

Attached to and forming part of **SD8019(C)/UQA0065** of the

**VARIOUS COMPANIES  
THOMAS E. SEARS, INC.**

**BY:** \_\_\_\_\_

**THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116**

**MONS 158032**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 40

It is hereby understood and agreed that effective July 1, 1984, Endorsement Nos. 27 and 27A to the Underlying TWA Policy entitled "Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980" shall apply only as respects losses as are within the terms of such endorsements.

As respects losses within the terms of such endorsement, it is understood and agreed that the endorsement shall apply only as respects Underwriters' limit of liability as is stated in such endorsement (hereinafter "endorsed limit").

As respects the difference between such "endorsed limit" and the limit of liability stated in Item 2(A) of the declarations in respect of each occurrence, the endorsement shall not apply.

It is further understood and agreed that the "endorsed limit" is part of and not in addition to the limit of liability stated in Item 2 of the declarations in respect of each occurrence.

All other policy conditions remain unchanged.

Attached to and forming part of SDR019(C)/TQA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, INC.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158033



## MONSANTO COMPANY, ET AL

## ENDORSEMENT

Endorsement No. 39

In consideration of the inclusion of a \$5,000,000 aggregate limit on Item No. 1 of the Schedule of Underlying Insurance as shown on Endorsement No. 34, it is understood and agreed an additional premium of \$60,000 annually is hereby charged effective April , 1984.

It is also understood and agreed that Item IX of the Schedule of Underlying Insurance shown on Endorsement No. 34 is to be effective April 1, 1983.

It is further understood and agreed that Item No. XIX of the said schedule is amended to read as follows:

**XIX. OWNERS CONTROLLED EXCESS GENERAL LIABILITY (INCLUDING EMPLOYERS LIABILITY BUT EXCLUDING AUTO)**

Umbrella	\$20,000,000/\$20,000,000 (Stated limits as applicable)
Excess of	
General Liability	\$ 1,000,000/\$1,000,000
Employers Liability	\$500,000
	or such lesser limits as maybe available, but in no case less than limits afforded under Item 1 of the Schedule for Assured's liability

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY: \_\_\_\_\_

THOMAS E. SEARS, INC.  
JOHN HANCOCK TOWER  
308 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158034

MONSANTO COMPANY, ET AL.

**ENDORSEMENT**

Endorsement No. 3A

It is hereby understood and agreed that effective inception, Thomas E. Sears, Inc., may issue certificates as agreed by Underwriters.

It is further understood and agreed that effective inception, this insurance is extended to include:

The Jones Act, Federal Railroad Employees Act, Federal Longshoremen's and Harbor Workers Act following scheduled underlying

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UCA0066 of the

VARIOUS COMPANIES  
THOMAS F. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
205 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158035

It is hereby understood and agreed that effective April 1, 1984, Endorsement No. 26 is cancelled and replaced with the following:

### ENDORSEMENT

Endorsement No. **37**

**INSURED:** **MONSANTO COMPANY, ET AL**  
**1000 of 950**

It is understood and agreed that ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
CMA Reinsurance of London, Limited	7.89400
Amcon Insurance Company (UK) Limited	1.31500
Folkson International Insurance Company (UK) Limited	3.15790
British National Insurance Company, Ltd.	3.42100
Walbrook Insurance Company, Limited	24.730)
El Paso Insurance Company, Limited	10.750)
Dart and Kraft Insurance Company, Limited	18.820)
Louisville Insurance Company, Limited	8.060)
Ludgate Insurance Company, Limited	6.450)
Bermuda Fire and Marine Insurance Company Limited	8.610)
"Winterthur" Swiss Insurance Company	10.750)
Mutual Reinsurance Company, Limited	9.680)
Compagnie Europeenne d'Assurances Industrielles S.A.	2.150)
	<u>100.00000</u>

### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... of the

### VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
 John Hancock Tower  
 200 Clarendon Street  
 Boston, Mass. 02116

MONS 158036

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 36

Notwithstanding anything contained herein to the contrary, it is understood and agreed that effective April 1, 1984, in the event that coverage is not available under Items V and XVIII, Item I(b) has been extended to include DIC and Excess Foreign Liability as follows:

**GL Including Products:**

BI \$500,000/\$500,000  
PD \$500,000/\$500,000

**Auto**

BI \$250,000/\$500,000  
PD \$500,000

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 158037**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 15

It is hereby understood and agreed that effective April 1, 1994, Exclusion (G) as shown on Endorsement No. 5 as respects foreign operations and/or Sales is deleted in its entirety and the S.I.R. as respects foreign operations is increased to \$500,000 each and every occurrence.

All other policy conditions remain unchanged.

Attached to and forming part of ..... of the  
SD8019(C)/UQA0063  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 158038**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 34

(1 out of 5)

It is Understood and agreed that effective April 1, 1984, the Schedule of Underlying Insurance is amended to read as follows:

**I. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY - INA  
Except for Fisher Controls International, Inc. and Fisher Controls of Canada and Monsanto Canada, Inc.**

(a) Joint Venture Liability as respects Monsanto, limited to Monsanto's percentage interest in Joint Venture, i.e., percent of \$2,000,000 not less than \$1,000,000.

(b) Limits as respects all other coverages:

Combined Single Limit, Bodily Injury, and/or Property Damage

\$2,000,000 each occurrence - Automobile

\$2,000,000 each occurrence - except Automobile

\$5,000,000 in the aggregate annually as respects Products/Completed Operations - Bodily Injury and Property Damage

\$5,000,000 in the aggregate annually as respects Bodily Injury and Property Damage other than resulting from Products/Completed Operations, Automobile, and other aggregates listed below

\$2,000,000 in the aggregate annually as respects Personal Injury

\$2,000,000 in the aggregate annually as respects Malpractice Injury

\$2,000,000 in the aggregate annually as respects Property Damage separately for (a) and (b) below and separately for each project away from premises in (a) below:

(a) Independent Contractors, etc.

(b) Contractual other than incidental contract.

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UCA0065 of the

VARIOUS COMPANIES  
THOMAS W. SPARS, INC.  
ET AL

THOMAS W. SPARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158039

MONSANTO COMPANY, INC.

# ENDORSEMENT

Endorsement No. 34

(2 out of 5)

## Employee Benefits Liability

\$5,000,000 each employee ) self-insured  
\$2,000,000 annual aggregate ) self-insured

## II. EMPLOYERS LIABILITY AND EMPLOYERS LIABILITY AS RESPECTS OCCUPATIONAL DISEASE

(a) Insurance Company of North America - All States

Coverage B - U.S. \$1,000,000 any one occurrence  
U.S. \$1,000,000 in the aggregate annually per  
state as respects Occupational  
Disease

## III. ADVERTISING LIABILITY (Worldwide)

\$1,000,000 (Self-Insured)

## IV. WATERCRAFT LIABILITY as respects owned and leased barges

Protection and Indemnity - \$5,000,000 any one occurrence

## V. FOREIGN INSURANCE - COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY (Subject to normal local policy conditions) - Various

Minimum limits equivalent:

Bodily Injury U.S. \$250,000/\$500,000/\$500,000  
Property Damage U.S. \$500,000/\$500,000

or limits actually carried, whichever is greater

## VI. AVIATION LEGAL LIABILITY as respects Monsanto Company, its U.S. subsidiaries and Monsanto Canada, Ltd. (Worldwide)

\$10,000,000 Combined Single Limit including non-owned and  
hired

All other policy conditions remain unchanged.

SD8019(C)/UCA0065

Attached to and forming part of ..... of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158040

MONSANTO COMPANY, ET AL.

**ENDORSEMENT**Endorsement No. 34

(3 out of 5)

- VII. CHARTERER'S LEGAL LIABILITY IN RESPECT OF UNSPECIFIED VESSELS as respects Monsanto Company and its U.S. Subsidiaries, and FAL, Australian Fluorine Chemicals Pty Limited, Hydrocarbon Products Pty Limited, Pevinex Australia Limited

\$2,000,000 any one loss Monsanto Oil & Gas Division  
separately insured

- VIII. CHARTERER'S LEGAL LIABILITY IN RESPECT OF UNSPECIFIED VESSELS as respects Monsanto, P.L.C. and associated and affiliated companies

Underwriters at Lloyd's of  
London and Various Companies \$500,000 any one loss

- IX. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Assured's subsidiary Fisher Controls International, Inc. excluding Fisher Controls of Canada

\$1,000,000 any one occurrence Combined Single Limit  
\$1,000,000 in the aggregate where Bodily Injury and  
applicable Property Damage  
included in Item I above

- X. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto Canada Inc., and Monsanto Oils Ltd. including Fisher Controls of Canada, however, the latter carries a sub limit of:

Combined Single Limit	CAN\$2,000,000 any one occurrence
Bodily Injury and/or	CAN\$2,000,000 annual aggregate where
Property Damage	applicable

SUBLIMIT IN RESPECT OF FISHER CONTROLS COMPANY OF CANADA

Combined Single Limit	CAN\$1,000,000 any one occurrence
Bodily Injury and/or	CAN\$1,000,000 annual aggregate
Property Damage	where applicable

- XI. FIDELITY

\$3,000,000

All other policy conditions remain unchanged.

Attached to and forming part of SDE019(5)/MCA0065 of the  
VARIOUS COMPANIES  
THOMAS F. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158041



## MONSANTO COMPANY, ET AL

## ENDORSEMENT

Endorsement No. 34 (Revised)

(4 out of 5)

XII. WATER QUALITY INSURANCE SYNDICATE

Section 8 - \$5,000,000 any one occurrence

XIII. EXCESS WORKERS' COMPENSATION ACT

U.S. \$1,000,000 any one occurrence except as respects Occupational Disease, where:

U.S. \$1,000,000 any one employee and  
in the aggregate  
annually per State

EXCESS OF:

U.S. \$ 100,000 any one employee

XIV. Oil and/or Gas Exploration and Development Operations of the Assured and all operations incidental thereto

\$100,000,000

XV. SEEPAGE, POLLUTION AND CONTAMINATION LIABILITY in respect of oil and gas operations\$35,000,000 any one occurrence or such lesser amount as may  
be recoverable but in no case less than  
\$2,000,000 any one occurrence (self-insured)XVI. Assured's 50% Interest - Hydrocarbon Products Pty Limited

a) Umbrella (Worldwide) A. \$4,000,000

b) General Liability and Products  
Liability providing difference  
in conditions coverage for  
EXCESS OF:  
A. \$1,000,000c) Products Liability  
BETWEEN  
A. \$1,000,000d) Public Liability  
AND/OR  
A. \$1,000,000

and coverage afforded under Item a) above

All other policy conditions remain unchanged.

SD8019(C)/UQA0065

Attached to and forming part of

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

of the

BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158042

MONSANTO COMPANY, ET AL

## ENDORSEMENT

Endorsement No. 34

(4 out of 5)

XII. WATER QUALITY INSURANCE SYNDICATE

Section B - \$5,000,000 any one occurrence

XIII. EXCESS WORKERS' COMPENSATION *act*

U.S. \$1,000,000 any one occurrence except as respects Occupational Disease, where:

U.S. \$1,000,000 any one employee and  
in the aggregate  
annually per State

EXCESS OF:

U.S. \$ 100,000 any one employee

XIV. Oil and/or Gas Exploration and Development Operations of the Assured and all operations incidental thereto

\$100,000,000

XV. SEEPAGE, POLLUTION AND CONTAMINATION LIABILITY in respect of oil and gas operations\$35,000,000 any one occurrence or such lesser amount as may be recoverable but in no case less than  
\$2,000,000 any one occurrence (self-insured)XVI. Assured's 50% Interest - Hydrocarbon Products Pty Limited

a) Umbrella (Worldwide) A. \$4,000,000

b) General Liability and Products Liability providing difference in conditions coverage for EXCESS OF:  
A. \$1,000,000c) Products Liability BETWEEN  
A. \$1,000,000d) Public Liability AND/OR  
A. \$1,000,000

and coverage afforded under Item a) above

All other policy conditions remain unchanged.

SD8010(C)/MOA0065

Attached to and forming part of ..... of the

VARIOUS COMPANIES.....

THOMAS F. SEARS, INC.

BY: .....

THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158043

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 34

(3 out of 5)

**XVII. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto Australia Ltd. and subsidiary companies**

A. \$1,000,000 any one occurrence

A. \$1,000,000 annual aggregate

**XVIII. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto PLC and subsidiary companies**

L. 1,000,000 any one occurrence

L. 1,000,000 annual aggregate where applicable

**XIX. OWNERS CONTROLLED EXCESS GENERAL LIABILITY (INCLUDING EMPLOYERS LIABILITY BUT EXCLUDING AUTO)**

Umbrella \$20,000,000/\$20,000,000

excess of

Primary GL \$1,000,000/\$1,000,000  
Primary FL \$500,000

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the

VARIOUS COMPANIES  
THOMAS C. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS C. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158044



**MONSANTO COMPANY**

**ENDORSEMENT**

Endorsement No. 32

It is hereby understood and agreed that effective March 16, 1984, the additional Assured "Slay Bulk Terminals, Inc." is deleted hereon.

All other policy conditions remain unchanged.

Attached to and forming part of SD8019 (C)/UQA0065 of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

BY: .....

**MONS 158046**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 31

Effective April 1, 1984, it is understood and agreed that Endorsement No. 6 is cancelled and replaced as follows:

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Policy shall not apply to:

- A) Personal Injury or Property Damage arising out of any Pharmaceutical Product other than raw material supplied to manufacturing Chemists "A.O.M.A.," "A.E.M.A." (also known as NED137 and Carbetimer) and Continental Pharma S.A. Belgium
- B) Loss of and/or damage to Leased Premises.

*Sh/b all products of Monsanto*

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UCA0065 of the  
VARIOUS COMPANIES  
THOMAS B. SEARS, INC.  
JY:

THOMAS B. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 158047**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 30  
(page 1 of 2)

Effective April 1, 1984, it is understood and agreed that Endorsement No. 1 is cancelled and replaced as follows:

**BROAD AS PRIMARY RIDER**

It is hereby understood and agreed that in the event the Assured suffers a loss which is covered under the policies of the underlying insurance as set out in the schedule attached to this policy, the excess of which would be payable under this policy, except for terms and conditions of this policy which are not consistent with the underlying insurances, then notwithstanding anything contained in this policy to the contrary this Policy shall be amended to follow and be subject to the terms and conditions of such underlying insurances in respect of such loss.

The foregoing shall not, however, apply to:

- (1) Any coverage given under the underlying insurances for limits less than the full limit of the said underlying policy as stated in the schedule hereto.
- (2) Any nuclear incident exclusion clause attached to this policy.
- (3) Any seepage and pollution exclusion clause attached to this policy.
- (4) Exclusion (A) of this policy. *WC*
- (5) Exclusion (E) of this policy. *WC*
- (6) Charterers Legal Liability, Protection Indemnity or Bumpershoot Liability as respects the "S.S. Edgar M. Queeny."
- (7) "Joint Ventures," which coverage shall be in accordance with the attached Joint Ventures Clause unless otherwise provided herein.
- (8) Personal Injury or Property Damage arising out of any "pharmaceutical products" other than raw material supplied to manufacturing chemists "A.O.M.A.," "A.E.M.A." (also known as NFD137 and Carbetimer) and Continental Pharma S.A., Belgium.

All other policy conditions remain unchanged.

SD8019(C)/UQA0065

Attached to and forming part of ..... of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158048

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 10  
(page 2 of 2)

- (9) The definition of "ultimate net loss" which shall remain in accordance with Definition 7 of the workings of this policy.
- (10) Loss of and/or damage to leased premises.
- (11) The "Prompt Notice" provisions of this policy.
- (12) The cancellation provisions of this policy.
- (13) Claims based upon the Employee Retirement Income Security Act of 1974
- (14) Fidelity Coverage such as is afforded hereunder shall be in accordance with Endorsement No. 15 of this coverage.

It is further understood and agreed that coverage provided by the Underlying Comprehensive General Liability Policy No. 1861107 with Insurance Company of North America will not be further extended without obtaining agreement from Underwriters hereon. In the event of Underwriters hereon not agreeing to such further extension, coverage will be provided hereon as if such extension had not been granted.

All other policy conditions remain unchanged.

Attached to and forming part of .....

518018(C)/30A0865

VARIOUS COMPANIES

THOMAS E. SEARS, INC.  
NY

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158049



**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 29 (Page 1 of 2)

It is understood and agreed that effective April 1, 1983, the following items are added to the Schedule of Underlying Insurances:-

**XXI. RESPECTS RADIATION DYNAMICS, INC.**

**A) GENERAL LIABILITY, AUTOMOBILE LIABILITY AND PRODUCTS LIABILITY**

Combined Single Limit, Bodily Injury and/or Property Damage  
\$500,000/\$500,000

**B) UMBRELLA LIABILITY**

\$2,000,000/\$2,000,000 which is in excess of A) above

It has been further understood and agreed by Underwriters, that with effect from inception, the following Part I Exclusion is added:

**C) U.K. Road Traffic Act Liability**

1. With effect from April 22, 1983, the following entity is added heron as an Additional Named Assured:-

"JACOB HARTS SEED CO., INC."

It has been further understood and agreed by Underwriters, that in respect of the foregoing, the following items are added to the Schedule of Underlying Insurances:-

**1. GENERAL LIABILITY**

Bodily Injury \$500,000/\$500,000  
Property Damage \$250,000/\$500,000

**FIREMAN'S FUND**

**2. AUTOMOBILE LIABILITY**

Combined Single Limit, Bodily Injury and/or Property Damage  
\$750,000

**FIREMAN'S FUND**

**3. UMBRELLA LIABILITY**

\$5,000,000 which is in excess of 1 and 2 above **US F AND G**

All other policy conditions remain unchanged.

Attached to and forming part of ..... **SD0019(C)/UQA0003** ..... of the

..... **VARIOUS COMPANIES** .....

..... **THOMAS E. SEARS, INC.** .....

BY: .....

**THOMAS E. SEARS, Inc.**  
**JOHN MANCOCK TOWER**  
**200 CLARENDON STREET**  
**BOSTON, MASS. 02116**

**MONS 158050**

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 29 (Page 2 of 2)

**2. FOR THE PERIOD JUNE 14, 1983 TO JULY 31, 1983**

**Item XXI B) of the Schedule of Underlying Insurances is amended to read as follows:-**

**XXI. RESPECTS RADIATION DYNAMICS, INC.**

**B) UMBRELLA LIABILITY**

**\$1,500,000/\$1,500,000 which is in excess of A)**

- 3. With effect from July 31, 1983, Radiation Dynamics, Inc., was included in Monsanto's Primary General and Automobile Liability Policy, and effective August 1, 1983, was included in Multi-State Employers' Liability Policy.**

- 4. With effect from December 1, 1983, the following entity is added hereon as an additional Assured:-**

**HILL SAMUEL AUSTRALIA, LIMITED  
20 Bond Street, Sydney Australia**

**-As respects their premises which have been leased to Fisher Controls Pty, Limited**

All other policy conditions remain unchanged.

Attached to and forming part of .....

**SD8019(C)/UQA0063**

**VARIOUS COMPANIES**

**THOMAS E. SEARS, INC.**

**BY:**

**THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116**

**MONS 158051**

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 20

Effective February 13, 1984, it is agreed that T.E. Sears, Boston is to issue a certificate as agreed by Underwriters:

Only as respects such insurance as is required to be evidenced pursuant to the Environmental Protection Agency pursuant to financial responsibility requirements as set out in 310 CMR 30.908(1), or any amendments thereto, it is understood and agreed that this policy provides coverage in an amount no less than the difference between such coverage as is provided by INA in the amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate and a total limit of liability of \$3,000,000 per occurrence and \$6,000,000 in the aggregate exclusive of defense costs.

It is further understood and agreed that coverage as is described hereunder is a part of and not in addition to the stated limits of liability of this policy.

All other policy conditions remain unchanged.

Attached to and forming part of ..... of the

**SD0019(C)/UQA0065**

**VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:**

THOMAS E. SEARS, INC.  
JOHN HANCOCK TOWER  
200 CLAPBORN STREET  
BOSTON, MASS. 02116

**MONS 158052**

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 27

It is hereby understood and agreed that exclusion (b) and Endorsement No. 11 of the policy wording hereon are deleted.

It is further understood and agreed that all occurrences resulting from operations where the Assured has less than 100 percent interest (other than those specified as named assureds hereon) shall be subject to the Joint Venture Clause NMA1687.

All other policy conditions remain unchanged.

Attached to and forming part of SD8019 (C)/UQA0065 of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
75 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 158053**

**ENDORSEMENT**

Endorsement No. .... **26** ...  
**April 1, 1983**

**INSURED: MONSANTO COMPANY, ET AL**

It is understood and agreed that ..... **100%** ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
British National Insurance Company, Ltd.	5.8442%
CNA Reinsurance of London, Limited	5.8442%
Folksam International Insurance Company (UK) Limited	2.3176%
Lexington Insurance Company	5.0000%
Amson Insurance Company (UK) Limited	.9740%
Walbrook Insurance Company, Limited	19.7840%
El Paso Insurance Company, Limited	9.6000%
Dart and Kraft Insurance Company, Limited	15.0560%
Louisville Insurance Company, Limited	6.4480%
Ludgate Insurance Company, Limited	5.1600%
Bermuda Fire & Marine Insurance Company, Limited	6.8880%
"Winterthur" Swiss Insurance Company	8.6000%
Mutual Reinsurance Company, Limited	7.7440%
Compagnie Europeenne d'Assurances Industrielles S.A.	1.7200%
	<b>100.0000%</b>

U. S. FEDERAL EXCISE TAX 6.734.96 ...  
 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1968, or any amendments thereto.

**4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... **SD8819 (C)/UQA0065** ..... of the

**VARIOUS COMPANIES**

**THOMAS E. SEARS, INC.**

THOMAS E. SEARS, Inc.  
 John Hancock Tower  
 200 Clarendon Street  
 Boston, Mass. 02116

**BY:**

**MONS 158054**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

25

Endorsement No. \_\_\_\_\_

April 1, 1983

It is hereby understood and agreed that effective April 14, 1983,  
Endorsement No. 23 is cancelled.

All other policy conditions remain unchanged.

Attached to and forming part of \_\_\_\_\_

SP8019(C)/ECAC065

of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 158055**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 24  
April 1, 1983

It is hereby understood and agreed that in the event the Assured does not renew with Underwriters for a further period of at least 12 months effective April 1, 1986, there is due an additional premium of \$200,000.

All other policy conditions remain unchanged.

Attached to and forming part of SL5019(C)/UCA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
PY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 158056**





**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 22

April 2, 1983

**It is hereby understood and agreed that as respects Foreign Liability, the following entities are added hereon as additional Assureds solely in respect of contracts with N.V. Monsanto Europe S.A.:**

- A) National Adhesives Corporation of Delaware,  
U.S.A., with Branch Office at Rue Ducale  
31-1000 Brussels.**
- B) Delft National Chemie B.V., Hoornwerk 45-75201  
G.S. Zutphen, Netherlands.**

**Subsidiaries of National Starch and Chemical Corporation**

**For the purpose of this contract, National Adhesives and Delft National shall be referred to as National.**

All other policy conditions remain unchanged.

Attached to and forming part of SD2019 (C)/UCA0065 of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

**THOMAS E. SEARS, INC.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116**

**MONS 158058**

**MONSANTO COMPANY, ET AL**  
**ENDORSEMENT**

Endorsement No. 21

April 1, 1983

It is hereby understood and agreed that Section F. of the Insuring Agreements is cancelled and replaced with the following:

This Policy may be cancelled only at anniversary date by Underwriters or their representative by sending by registered mail not less than 60 days prior to anniversary date notice to the Assured stating when such cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the named insured at the address shown in this Policy shall be sufficient proof of notice and the Insurance under this Policy shall end on the effective day of cancellation stated in the notice. Delivery of such written notice by the Underwriters or their representatives shall be equivalent to mailing.

If the Policy be cancelled by Underwriters the Underwriters shall retain the pro-rata portion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender a return premium with such notice. It is further understood and agreed that this Policy is non-cancellable by the Assured.

All other policy conditions remain unchanged.

Attached to and forming part of FD8012(C)/HQA0065 of the

VARIOUS COMPANIES  
THOMAS K. SEARS, INC.  
NY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158059

MONSANTO COMPANY, ET AL

## ENDORSEMENT

Endorsement No. 20

April 1, 1983

In consideration of an additional premium of \$75,000 payable one-third annually, it is hereby understood and agreed that this Policy is extended to cover liability in respect of excess Charterers P & I, coverage listed in the Schedule of Underlying Insurance, as well as Contingent Liability in respect of Independent Contractors hauling of Acrylonitrile and as respects liability in excess of the Water Quality Insurance Syndicate coverage listed in the Schedule of Underlying Insurance.

**All other policy conditions remain unchanged.**

SD8019(C)/UOA0065

Attached to and forming part of ..... of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

THOMAS E. SEARS, INC.

**EY:**

THOMAS E. SEARS, Inc.  
JOHN MANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 158060**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 19  
April 1, 1983

It is hereby understood and agreed that the following entity  
is added as an additional Assured:

"LONDON LIFE INSURANCE COMPANY"  
- solely in respect of their ownership of premises at  
45 Cowanaview Road, Cambridge, Ontario

All other policy conditions remain unchanged.

Attached to and forming part of ..... of the  
SD8019(C)/UQA0065  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158061

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1A

April 1, 1983

It is understood and agreed that the following is added:

This policy does not cover loss of or damage to property of the U.S. Government through purchase or use of products delivered to the U.S. Government pursuant to contracts which contain Government Contract Provision Number 7-104.45 (1974 APF) or 7-104.45 (1979 MAR) for sale of Coolanol<sup>R</sup>, Dielectric Coolant and Heat Transfer Media CE-45, 54, 59 Dielectric Heat Transfer Fluid and Skydrol<sup>R</sup> Fire Resistant Hydraulic Fluid.

All other policy conditions remain unchanged.

Attached to and forming part of SDA019(C)/UN0A0065 of the  
VARIOUS COMPANIES  
THOMAS F. SEARS, INC.  
BY: .....

THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158062

MONSANTO COMPANY, ET AL

## ENDORSEMENT

Endorsement No. 17

April 1, 1983

In connection with the inclusion of Excess Workers Compensation in duly qualified self-insured states, it is understood and agreed that the following wording applies: Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this insurance is extended to include Worker's Compensation Act Liability in those states where the Assured is a duly qualified self-insurer.

It is further understood and agreed that as respects such coverage where the limit shown in the Schedule of Underlying Insurances is uninsured it is agreed that this insurance shall be subject to the same warranties, terms and conditions (except as regards the obligation to investigate and defend, and the amounts and limits of liability) as would have been applicable to the Assured had the Assured purchased a normal Worker's Compensation Policy in the amounts as specified in the Schedule of Underlying Insurances.

It is however understood and agreed that not later than twenty-four months from the expiry date of this insurance the Assured shall advise the Underwriters of all claims not finally settled which are likely to result in claims under this insurance. The Underwriters may then or at any time thereafter intimate to the Assured their desire to be released from liability in respect of any one or more such claims. In such event, the Assured and the Underwriters shall mutually appoint an Actuary or Appraiser to investigate, determine, and capitalize such claim or claims and the payment by the Underwriters or their portion of the amount so ascertained to be the capitalized value of such claim or claims shall constitute a complete and final release of the Underwriters.

It is further understood and agreed that nothing contained in the foregoing extension shall be deemed to amend or alter the aggregate provisions of this insurance applicable to Occupational Disease.

All other policy conditions remain unchanged.

Attached to and forming part of

SD8019(C)/UCA0065

of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158063

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 19

April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that rights of subrogation have been waived on Barges P394A and P394B as respects Southern Terminal and Transport Company and Houston National Bank.

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158064

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 15 (Page 1 of 4)

April 1, 1983

In consideration of an Additional Premium of \$15,000 payable one-third annually, it is hereby understood and agreed that the following coverage forms a part of this Cover Note.

**EXCESS FIDELITY GUARANTEE - (COMMERCIAL BLANKET BOND)**

1. It is hereby understood and agreed that this Policy is extended to indemnify the Assured against all such loss as the Assured may during the policy period sustain or discover that they have sustained by reason of the dishonesty of any or all of their employees, as stated in the Primary Fidelity Insurance carried on such employees and covered thereunder, THE EXCESS OF the amount or amounts of such Primary Fidelity Insurance.

PROVIDED ALWAYS THAT this Bond is for an amount not exceeding the aggregate for all such loss the sum of \$5,000,000 and is subject to all the same terms and conditions as the said Primary Insurances, insofar as such terms and conditions do not conflict with the terms and conditions of this Bond.

2. Warranted free of all claim for losses not discovered within the periods of the policy of which this Bond forms part, and for losses sustained prior to April 1, 1983, 12:01 A.M. Standard Time (hereinafter called "the Retroactive date") but with the understanding that in the event of the cancellation, termination or expiration of this Bond as an entirety or as to any coverage or as to any employee, the Assured shall have the same period of time as provided in the Discovery Clause in the Primary Insurances following such cancellation, termination or expiration in which to discover losses which may have occurred between the date named in this warranty and the date of such cancellation, termination or expiration, provided always that such Discovery period shall not exceed three years from the date of cancellation, termination or expiration of this Bond as an entirety or as to any coverage or as to any employee, whichever shall first happen.

Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event of this Bond being immediately succeeded by a similar Bond with the Underwriters on which the Retroactive date is April 1, 1983, 12:01 A.M. Standard Time the said succeeding Bond shall be deemed to be a renewal hereof and in consequence the discovery period provided herein shall not be operative.

All other policy conditions remain unchanged.

Attached to and forming part of ..... SD6019(C)/UQA0065 ..... of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:

THOMAS E. SEARS, Inc.  
JOHN MANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158065



MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 15(Page 2 of 4)

April 1, 1983

3. It is a condition of this Bond that the Primary Insurances specified in the Schedule herein of which this Bond pays the EXCESS shall be maintained in full force and effect throughout the period of this Bond.

4. Upon the discovery of any loss hereunder this Bond shall be treated as reinstated so as at all time to continue in force for the sum set forth herein notwithstanding any previous loss for which the Underwriters may have paid or be liable to pay hereunder provided, however, that in no event shall the Underwriters be liable hereunder for an amount greater than \$5,000,000 on account of any one loss or series of losses caused by the fraudulent or dishonest acts of any employee or in which such employee is concerned or implicated.

5. In case any reimbursement be obtained or recovery made by the Assured or by the Underwriters on account of any loss covered under this Bond, the net amount of such reimbursement or recovery, after deducting the actual cost of obtaining or making the same, shall be applied to reimburse the Assured in full for that part, if any, of such loss in excess of this Bond, and the balance, if any, or the entire net reimbursement or recovery if there be no such excess loss, shall be applied to that part of such loss covered by this Bond, or, if payment shall have been made by the Underwriters to its reimbursement therefor. The Assured shall execute all necessary papers and render all assistance not pecuniary to secure unto the Underwriters the rights provided for in this paragraph. The following shall not be reimbursement or recovery within the meaning of this paragraph; suretyship, insurance or reinsurance; also security or indemnity taken from any source by or for the benefit of the Underwriters.

6. This Bond shall be deemed cancelled as to any Employee

- (a) immediately upon discovery by the Assured, or if the Assured be a Corporation by any Officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or
- (b) upon the effective date of the termination or cancellation of said Primary Insurances as to such Employee or as to the position filled by such Employee; or
- (c) at 12:01 A.M. Standard Time as aforesaid upon the effective date specified in a written notice served upon the Assured or sent by a registered mail.

All other policy conditions remain unchanged.

Attached to and forming part of ..... SD8619(C)/UQA0065 ..... of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158066

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. ~~15~~ (Page 3 of 4)

April 1, 1983

Such date if the notice be served shall be not less than fifteen days after such service or, if sent by registered mail, not less than twenty days after the date borne by the Sender's registry receipt.

7. This Bond shall be deemed cancelled as an entirety on the effective date of the termination or cancellation of the Primary Fidelity Insurance specified in the Schedule or in accordance with the provisions of the Conditions of the Policy of which this Bond forms a part.
8. NOTWITHSTANDING anything to the contrary contained herein, it is hereby declared and agreed that this Bond, subject to its other terms, limitations and conditions, shall extend to cover any valid claim under the Fidelity Guarantee Bond(s) carried by the Assured continuously up to and prior to April 1, 1983, 12:01 A.M. Standard Time (hereinafter called "SUPERSEDED BOND(S)") which is not recoverable thereunder owing to the expiration of the period allowed therein following expiration, cancellation or termination in which to discover losses.

In the event of the limit of liability under Bond(s) of which this Bond pays the excess, being reduced in respect of any loss also covered hereunder solely by reason of the operation of a Non-Cumulative Superseded Suretyship Rider contained therein, the Underwriters in determining the amount of loss under this Bond shall deduct only that portion, if any, remaining after such reduction.

It is further understood and agreed that the Superseded Bond(s) and this Bond shall not be cumulative in amount and in the event of a loss discovered before the expiration of the above mentioned extension period, involving both the Superseded Bond(s) and this Bond, the amount attaching to the Superseded Bond(s) shall be first paid, and then the difference, if any, between such amount and the amount of cover afforded by this Bond (but not exceeding the amount of loss occurring during the period of indemnity provided by this bond) shall be payable hereunder.

Nothing in this clause however shall be deemed to render the Underwriters liable for loss of a nature not insured under this Bond or to increase their liability in respect of any loss or series of losses beyond the amount of this Bond.

All other policy conditions remain unchanged.

5DS109(C)/UQA0065

Attached to and forming part of

..... of the  
**VARIOUS COMPANIES**  
**THOMAS E. SEARS, INC.**  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN MANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158067

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

15 (Page 4 of 4)

Endorsement No. \_\_\_\_\_  
April 1, 1983

9. This Bond is subject otherwise to the terms and conditions of the policy of which it forms part and nothing contained herein shall operate to increase Underwriters' limit of liability of \$5,000,000 in respect of any one occurrence.

**SCHEDULE OF UNDERLYING INSURANCE**

<u><b>TYPE OF INSURANCE</b></u>	<u><b>UNDERLYING LIMITS OF LIABILITY</b></u>
World Wide Commercial Blanket Bond - Fidelity Insurance	\$3,000,000

All other policy conditions remain unchanged.

Attached to and forming part of .....

SD8019(C)/DQA0063

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158068

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 14 (Page 1 of 2)

April 1, 1983

**EMPLOYEE BENEFIT LIABILITY INSURANCE**

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this Policy is extended to indemnify the Assured in respect of all sums which the Assured shall become legally obligated to pay on account of any claim made against the Assured and caused by any negligent act, error or omission of the Assured or any other person for whose acts the Assured is legally liable in the administration of the Assured's Employee Benefit Programs as defined herein.

The term "Assured" wherever used in this addendum shall mean the Named Assured under this Policy and any partner, executive officer, director, stockholder or employee, provided such employee is authorized to act in the administration of the Named Assured's Employee Benefit Programs.

The term "Employee Benefit Programs" shall mean group life insurance, group accident or health insurance, pension plans, employee stock subscription plans, workmens compensation, unemployment insurance, social security, disability benefits and any other similar Employee Benefit Programs.

The term "Administration" shall mean -

- (1) Giving counsel to employees, annuitants or their representatives with respect to the Employee Benefit Programs;
- (2) Interpreting the Employee Benefit Programs;
- (3) Handling of records in connection with the Employee Benefit Programs;
- (4) Effecting enrollment of employees under the Employee Benefit Programs;

all provided such acts authorized by the Named Assured.

All other policy conditions remain unchanged.

SDS019(C)/UQA0063 ..... of the  
Attached to and forming part of .....  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
ET:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158069

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 14 (Page 2 of 2)

April 1, 1983

This extension of coverage shall not however apply to -

- (a) any dishonest, fraudulent, criminal or malicious act
- (b) any claim for failure of performance of contract by any insurer.
- (c) any claims based upon failure of stock to produce financial gain as represented by the Assured or any employee thereof.
- (d) any loss or claim based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

For the purpose of this Addendum the term "occurrence" as used in this Policy shall mean a claim brought against the Assured during the Policy Period. If during the Policy Period the Assured shall become aware of any event which may subsequently give rise to a claim against them by reason of any negligent act, error or omission and shall during the Policy Period give written notice to the Underwriters' representative of such event, any claim which may subsequently be made against the Assured arising out of that negligent act, error or omission shall be deemed for the purpose of this Addendum to have been made during the Policy Period.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the limit in respect of each occurrence being the Underwriters' liability hereunder for any one or all claims brought against the Assured during each annual period.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

All other policy conditions remain unchanged.

Attached to and forming part of ..... **SD8019(C)/UQA0065** ..... of the

..... **VARIOUS COMPANIES** .....

**THOMAS E. SEARS, INC.** .....

BY: .....

**THOMAS E. SEARS, Inc.**  
**JOHN HANCOCK TOWER**  
**208 CLARENDON STREET**  
**BOSTON, MASS. 02116**

**MONS 158070**



MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 12

April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance excludes Charterers Legal Liability, Protection and Indemnity and Bumsershoot Liability as respects the "S.S. Edgar M. Queeny".

All other policy conditions remain unchanged.

Attached to and forming part of

SD8019(C)/UQA0065

of the

VARIOUS COMPANIES

THOMAS E. BEARS, INC.

BY:

THOMAS E. BEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158072

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 11

April 1, 1983

It is hereby understood and agreed that Exclusion (b) appearing on page 4 of the wording attached hereto is hereby deemed to be deleted and amended to read as follows:

- b) to personal injury, property damage or advertising liability arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a Named Assured.

*See end #21*

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/CGA0065 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158073







MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. \_\_\_\_\_

April 1, 1983

**Joint Ventures.** With respect to liability of the assured as a member, whether operating or otherwise, of any joint venture partnership, joint lease or joint operating agreement (herein called joint venture),

- 1) the limit of liability stated in the declarations shall be reduced to an amount of which bears the same relationship to such designated limit of liability as the assured's percentage of participation in such joint venture bears to the total percentage of all members' participation therein, and
- 2) with respect to liability assumed by the assured as a member of a joint venture, Underwriters shall not be liable for a greater share of damages arising out of each occurrence than the assured's percentage in such joint venture bears to the total percentage of all members' participation therein,

but this paragraph does not apply to the limit of liability designated in the declarations as "aggregate" or to any deductible amount. If the assured's percentage of participation cannot be determined by a written joint venture agreement, the assured shall be deemed to be participating no greater than equally with all other members of such joint venture. In no event shall insolvency of any member of the joint venture increase Underwriters' liability hereunder.

*See attached*

All other policy conditions remain unchanged.

Attached to and forming part of \_\_\_\_\_

SEB019(C)/UCA0065

of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158076



MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 5

April 1, 1983

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Policy shall not apply to:

- A.) Personal Injury or Property Damage arising out of any pharmaceutical product other than raw material supplied to manufacturing Chemists and "A.O.M.A." and "A.E.M.A."
- B.) Loss of and/or Damage to Leased Premises

*See endorsement 31*

All other policy conditions remain unchanged.

Attached to and forming part of SL5019(C)/UQA0065 of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158078

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 5  
April 1, 1963

It is further understood and agreed that except insofar as coverage is available to the Assured in the Underlying Insurances as set out in the attached Schedule, this Policy shall not apply to:-

- A.) Punitive and/or Exemplary Damages except as absolutely excluded elsewhere herein
- B.) the Liability of Employees
- C.) Medical Malpractice
- D.) Liability resulting from Ownership, Maintenance and/or Operation of any Dock, Wharf and/or Quay Facility
- E.) Liability resulting from Ownership, Operations and/or Maintenance of any railroad
- F.) Liability resulting from Watercraft in the Assured's Care, Custody or Control
- G.) Foreign Operations and/or Sales *See endorsement*
- H.) Owned/Non-Owned Watercraft Liability except as absolutely excluded elsewhere herein
- I.) Charterers Liability, except as absolutely excluded elsewhere herein
- J.) Personal Injury, except as absolutely excluded elsewhere herein

All other policy conditions remain unchanged.

Attached to and forming part of SD9019(C)/UQA0065 of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158079

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 4

April 1, 1983

1. DEFINITION OF "NAMED ASSURED"

- (A) Monsanto Company and/or subsidiaries, <sup>AND ITS</sup> owned and controlled companies, held directly or indirectly, as now hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

2. Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums and receiving of return premiums, if any.

3. The following are included as Assureds hereunder:

- (A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but only for any limit of insurance greater than that specified in the Monsanto - Emery agreement. 8-1-83
- (B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at plants jointly owned by Monsanto Company and TOSCO Corporation at Avon, California but not for any limit of insurance greater than that specified in the Monsanto - TOSCO agreement.
- (C) Slay Bulk Terminals, Inc. is included as an Additional Assured hereunder but only with respect to the Liability arising from the operations of Monsanto Company at Barton Street terminals, and subject to the limit of insurance as specified in the Barton Street operating agreements. encl # 2

Nothing contained in the foregoing shall increase underwriters limit of liability under this policy from that shown in the declarations.

All other policy conditions remain unchanged.

Attached to and forming part of

SD8019(C)/UQA0065

of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
JOHN MANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158080

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 3  
April 1, 1983

Notwithstanding anything contained herein to the contrary in Condition A of the attached wording, it is hereby agreed that the premium for this policy of \$1,950,000 is due and payable in installments as follows:

April 1, 1983	\$650,000
April 1, 1984	\$650,000
April 1, 1985	\$650,000

The premiums shown above are applicable to 100% of the limits of liability stated in this Policy.

All other policy conditions remain unchanged.

Attached to and forming part of SD8619(C)/UQA0063 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158081



Indorsement No. 2

## MONSANTO COMPANY

SCHEDULE OF UNDERLYING INSURANCES

**I. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY - CGLA  
Except for Fisher Controls Corporation of Delaware (U.S.A. and  
Canada) and Monsanto Canada Limited**

(a) Joint Venture Liability as respects Monsanto, limited to  
Monsanto's percentage interest in Joint Venture, i.e.  
percent of \$2,000,000 not less than \$1,000,000

(b) Limits as respects all other coverages:

	<u>Occurrence</u>
	\$2,000,000 each occurrence
	<u>Aggregate</u>
Bodily Injury and Property Damage CSL	\$5,000,000 in the aggregate annually as respects Products/Completed Operations - Personal Injury and Property Damage
	\$2,000,000 in the aggregate annually as respects Personal Injury other than resulting from Products/Completed Operations
	\$2,000,000 in the aggregate annually as respects Malpractice Injury
	\$2,000,000 in the aggregate annually as respects Property Damage separately for (A) through (B) below and separately for each project away from premises in (A) below:
	(A) Independent Contractors, etc.
	(B) Contractual other than incidental contract
	but in event annual aggregate as respects (A) above is exhausted \$500,000 any one loss in respect of contracts between Assured and ACSL and Alliance Marine (self-insured) shall apply
	<u>Employee Benefits Liability</u>
	\$2,000,000 each employee ) self-insured \$2,000,000 in the aggregate annually)

MONS 158082

Page Two

**I. EMPLOYERS LIABILITY AND EMPLOYERS LIABILITY AS RESPECTS OCCUPATIONAL DISEASE****(a) Insurance Company of North America - All States**

Coverage A - U.S. \$1,000,000 any one occurrence  
 U.S. \$1,000,000 in the aggregate annually, per state as respects Occupational Disease

**III. ADVERTISING LIABILITY (Worldwide)****\$1,000,000 (Self-Insured)****IV. AIRCRAFT LIABILITY as respects owned and leased planes****Protection and Indemnity - \$5,000,000 any one occurrence****V. FOREIGN INSURANCE - COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY (Subject to normal local policy conditions) - Various****Minimum limits equivalent:**

Bodily Injury U.S. \$250,000/\$500,000/\$500,000  
 Property Damage U.S. \$100,000/\$500,000

**or limits actually carried, whichever is greater****VI. AVIATION LEGAL LIABILITY as respects Monsanto Company, its U.S. subsidiaries and Monsanto Canada, Ltd. (Worldwide)****\$10,000,000 Combined Single Limit including non-owned and hired****VII. CHARTERER'S LEGAL LIABILITY IN RESPECT OF UNSPECIFIED VESSELS as respects Monsanto Company and its U.S. Subsidiaries, and P&L, Australian Fluorine Chemicals Pty Limited, Hydrocarbon Products Pty Limited, Reviner Australia Limited****\$2,000,000 any one loss Monsanto Oil & Gas Division separately insured****VIII. CHARTERER'S LEGAL LIABILITY IN RESPECT OF UNSPECIFIED VESSELS as respects Monsanto, P.L.C. and associated and affiliated companies**

Underwriters at Lloyd's of London and Various Companies £500,000 any one loss

**IX. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Assured's subsidiary Fisher Controls International, Inc. excluding Fisher Controls of Canada**

\$1,000,000 any one occurrence  
 \$1,000,000 in the aggregate where applicable (provided by the main Monsanto self-insured program)

Combined Single Limit  
 Bodily Injury and  
 Property Damage

**MONS 158083**

Page Three

- VI. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto Canada Inc., and Monsanto Cils Ltd. including Fisher Controls of Canada, however, the latter carries a sub limit of:

Combined Single Limit	CAN\$2,000,000	any one occurrence
Bodily Injury and/or	CAN\$2,000,000	annual aggregate where
Property Damage		applicable

SUBLIMIT IN RESPECT OF FISHER CONTROLS COMPANY OF CANADA

Combined Single Limit	CAN\$1,000,000	any one occurrence
Bodily Injury and/or	CAN\$1,000,000	annual aggregate
Property Damage		where applicable

VII. VIABILITY

\$3,000,000

VIII. WATER QUALITY INSURANCE CERTIFICATE

Section B - \$5,000,000 any one occurrence

IX. EXCESS WORKERS' COMPENSATION

U.S. \$1,000,000 any one occurrence except as respects Occupational Disease, where:

U.S. \$1,000,000 any one employee  
and in the aggregate  
annually per State

EXCESS OF:

U.S. \$ 100,000 any one employee

X. Oil and/or Gas Exploration and Development Operations of the Assured and all operations incidental thereto

\$100,000,000

XI. OILSPILL, POLLUTION AND CONTAMINATION LIABILITY in respect of oil and gas operations

\$35,000,000 any one occurrence or such lesser amount  
as may be recoverable but in no case less than  
\$2,000,000 any one occurrence (self-insured)

XII. Assured's 50% Interest - Hydrocarbon Products Pty Limited

a) Umbrella (Worldwide) A. \$4,000,000

b) General Liability and Products Liability providing Difference in conditions coverage for

EXCESS OF:  
A. \$1,000,000

c) Products Liability A. \$1,000,000

d) Public Liability A. \$1,000,000

and coverage afforded under item a) above

**MONS 158084**

Page four

**VII. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto Australia Ltd. and subsidiary companies**

A. \$1,000,000 any one occurrence

A. \$1,000,000 annual aggregate

**VIII. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto PLC and subsidiary companies**

1. \$1,000,000 any one occurrence

2. \$1,000,000 annual aggregate where applicable

**IX. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Radiation Dynamics, Inc. and subsidiary companies**

1. \$500,000 any one occurrence

2. \$500,000 annual aggregate where applicable

**X. UMBRELLA LIABILITY excess of IX, above**

1. \$2,000,000 any one occurrence

2. \$2,000,000 annual aggregate where applicable

MONS 158085

MONSANTO COMPANY, ET AL

ENDORSEMENT

1 (Page 1 of 2)  
Endorsement No. \_\_\_\_\_

April 1, 1983

BROAD AS PRIMARY RIDER

4-1-84 See sub. # 30

It is hereby understood and agreed that in the event the Assured suffers a loss which is covered under the policies of the underlying insurance as set out in the schedule attached to this policy, the excess of which would be payable under this policy, except for terms and conditions of this policy which are not consistent with the underlying insurances, then notwithstanding anything contained in this policy to the contrary this Policy shall be amended to follow and be subject to the terms and conditions of such underlying insurances in respect of such loss.

The foregoing shall not, however, apply to:

- (1) Any coverage given under the underlying insurances for limits less than the full limit of the said underlying policy as stated in the schedule hereto.
- (2) Any nuclear incident exclusion clause attached to this policy.
- (3) Any seepage and pollution exclusion clause attached to this policy.
- (4) Exclusion (A) of this policy. WC
- (5) Exclusion (B) of this policy. WC
- (6) Charterers Legal Liability, Protection Indemnity or Bums shoot Liability as respects the "C.S. Elder N. Queeny".
- (7) "Joint Ventures", which coverage shall be in accordance with the attached Joint Ventures Clause unless otherwise provided herein.
- (8) Personal Injury or Property Damage arising out of any "pharmaceutical products" other than raw material supplied to manufacturing chemists and "A.O.M.A." and "A.E.M.A."

All other policy conditions remain unchanged.

SN8019(C)/UQA0065

Attached to and forming part of ..... VARIOUS COMPANIES ..... of the  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158086

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1 (Page 2 of 2)

April 1, 1983

- (9) The definition of "ultimate net loss" which shall remain in accordance with definition 7 of the conditions of this policy.
- (10) Loss of and/or damage to leased premises.
- (11) The "Prompt Notice" provisions of this policy.
- (12) The cancellation provisions of this policy.
- (13) Claims based upon the Employee Retirement Income Security Act of 1974.
- (14) Fidelity Coverage such as is afforded hereunder shall be in accordance with Endorsement No. 21 of this coverage.

It is further understood and agreed that coverage provided by the Underlying Comprehensive General Liability Policy No. ISG1107 with Insurance Company of North America will not be further extended without obtaining agreement from Underwriters hereon. In the event of Underwriters hereon not agreeing to such further extension, coverage will be provided hereon as if such extension had not been granted.

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158087

# THOMAS E. SEARS · INC.

INSURANCE · REINSURANCE

TELEPHONE 617 424-1500  
TELEX NUMBER 24-0835

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## REVISED

Insurance Cover Note—No. : SD8020(L)/UQA0066  
Renewal Of: SD7024(L)/UMA0224

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$15,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$15,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$15,000,000 as indicated above but only to pay the excess of:

1. \$5,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983

TO: April 1, 1986

Both Days 12:01 A.M. Standard Time

PREMIUM: \$900,000 (For 100% of  
Cover)

Plus 3 Year Flat Charge for Fidelity: \$15,000

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84

THOMAS E. SEARS, INC.

By .....  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158088

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEDEX & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and  
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158089



**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 6

**It is hereby understood and agreed that effective April 1, 1984,  
the premium hereon is amended to read as follows:**

<b>April 1, 1984</b>	<b>\$265,625</b>
<b>April 1, 1985</b>	<b>\$265,625</b>

All other policy conditions remain unchanged.

Attached to and forming part of **SDS020 (L)/UQA0056** of the  
**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS E. SEARS, INC.**  
**BY:**

**THOMAS E. SEARS, Inc.**  
**JOHN HANCOCK TOWER**  
**200 CLARENDON STREET**  
**BOSTON, MASS. 02116**

**MONS 158090**

**ENDORSEMENT**

Endorsement No. .... **3** .....

**It is hereby understood and agreed that effective April 1, 1984,  
Endorsement No. 2 is cancelled and replaced with the following:**

**INSURED:            MONSANTO COMPANY, ET AL**

It is understood and agreed that .... **13.98600 of 85** ..... % of the Insurance described  
in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these  
Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of ..... **SD3020 (L)/UQA0066** ..... of the

.....  
**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS E. SEARS, INC.**

**BY:** .....

**THOMAS E. SEARS, Inc.**  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 158091**

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 4

**It is hereby understood and agreed that effective April 1, 1984, this coverage no longer applies with respect to Fidelity Insurance.**

All other policy conditions remain unchanged.

Attached to and forming part of SD8020 (L)/UQA0066 of the

UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 158092**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 4

It is hereby understood and agreed that effective April 1, 1984, this coverage no longer applies with respect to Fidelity Insurance.

All other policy conditions remain unchanged.

Attached to and forming part of ..... SD8020(L)/UQA0066 ..... of the

..... UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY: *[Signature]* .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 158093**

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 3

**It has been understood and agreed by Underwriters that with effect from December 1, 1983, the following entity is added hereon as an additional Assured:-**

**HILL SAMUEL AUSTRALIA, LIMITED  
20 Bond Street, Sydney, Australia**

**-As respects their premises which have been leased to Fisher Controls PTY, Limited.**

**All other policy conditions remain unchanged.**

Attached to and forming part of **SD8020(L)/UQA0066** of the  
**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS E. SEARS, INC.**  
**BY:**

**THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116**

**MONS 158094**

## ENDORSEMENT

Endorsement No. <sup>4</sup> .....

April 1, 1983

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that ..... **11.3584% of 85** ..... % of the Insurance described  
in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these  
Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of ..... **SD8020(L)/UQA0066** ..... of the

..... **UNDERWRITERS AT LLOYD'S OF LONDON** .....

**THOMAS E. SEARS, Inc.**  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**THOMAS E. SEARS, INC.**  
BY:

**MONS 158095**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD8020(L)/UQA0066 of the

UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, INC.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158096

**THOMAS E. SEARS, INC.**  
**INSURANCE - REINSURANCE**

TELEPHONE 517 424-600  
TELEX NUMBER 34-0635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

REVISED

Insurance Cover Note—No. : SD8020(C)/UQA0066  
Renewal Of: SD7024(C)/UMA0224

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$15,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$15,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$15,000,000 as indicated above but only to pay the excess of:

1. \$5,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983

TO: April 1, 1986

Both Days 12:01 A.M. Standard Time

PREMIUM: \$900,000 (For 100% of Cover)

Plus 3 Year Flat Charge for Fidelity: \$15,000

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January

19 84

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158097



This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and  
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**MONS 158098**

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 6

**It is hereby understood and agreed that effective April 1, 1984,  
the premium hereon is amended to read as follows:**

<b>April 1, 1984</b>	<b>\$263,625</b>
<b>April 1, 1985</b>	<b>\$263,625</b>

All other policy conditions remain unchanged.

Attached to and forming part of SD8020(C)/DQA0066 of the

**VARIOUS COMPANIES**

**THOMAS E. SEARS, INC.**

**BY:**

**THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116**

**MONS 158099**

It is hereby understood and agreed that effective April 1, 1984  
Endorsement No. 2 is cancelled and replaced with the following:

### ENDORSEMENT

Endorsement No. **5**

**INSURED: MONSANTO COMPANY, ET AL**

It is understood and agreed that **86.0140% of 85** % of the Insurance described  
in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or  
percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>		<u>PROPORTION</u>
CNA Reinsurance of London, Limited		4.8951%
Folksam International Insurance Company, Limited		2.7972%
United States Fire Insurance Company		13.9260%
Bermuda Fire and Marine Insurance Company, Limited		5.5947%
Brittany Insurance Limited		2.7969%
Walbrook Insurance Company, Limited	24.73%	
El Paso Insurance Company, Limited	10.75%	
Dart & Kraft Insurance Company, Limited	18.82%	
Louisville Insurance Company, Limited	8.06%	
Ludgate Insurance Company, Limited	6.45%	
Bermuda Fire & Marine Insurance Company, Limited	8.61%	55.9441%
"Winterthur" Swiss Insurance Company	10.75%	
Mutual Reinsurance Company, Limited	9.68%	
Compagnie Europeenne d'Assurances Industrielles S.A.	2.15%	
		<b>86.0140%</b>

### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of **SD8020 (C)/UQA0066** of the

### VARIOUS COMPANIES

**THOMAS E. SEARS, INC.**

**BY:**

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 158100**

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 4

**It is hereby understood and agreed that effective April 1, 1984, this coverage no longer applies with respect to Fidelity Insurance.**

All other policy conditions remain unchanged.

Attached to and forming part of SD8020 (C)/UQA0066 of the

**VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY:**

**THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116**

**MONS 158101**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 4

It is hereby understood and agreed that effective April 1, 1984, this coverage no longer applies with respect to Fidelity Insurance.

All other policy conditions remain unchanged.

Attached to and forming part of SD8020 (C) / UQA0066 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY *[Signature]*

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158102

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 3

**It has been understood and agreed by Underwriters that with effect from December 1, 1983, the following entity is added heron as an additional Assured:-**

**HILL SAMUEL AUSTRALIA, LIMITED  
20 Bond Street, Sydney, Australia**

**-As respects their premises which have been leased to Fisher Controls PTY, Limited.**

All other policy conditions remain unchanged.

Attached to and forming part of ..... of the

**SD8826(C)/DQA8866**

**VARIOUS COMPANIES**

**THOMAS E. SEARS, INC.**

**BY:**

**THOMAS E. SEARS, INC.  
JOHN MANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116**

**MONS 158103**

## ENDORSEMENT

Endorsement No. .... 2

April 1, 1983

MONSANTO COMPANY, ET AL

INSURED:

It is understood and agreed that ..... 88,64168 of 85 ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
CNA Reinsurance of London, Ltd.	8.5188%
Lexington Insurance Company	11.7647%
Dominion Insurance Company	3.7861%
British National Life Insurance Society, Ltd.	3.9754%
United States Fire Insurance Company	5.6791%
Folksam International Insurance Co., Ltd.	2.2717%
The Bermuda Fire & Marine Insurance Co., Ltd.	66.6667%)
Brittany Insurance Limited	33.3333%)
Walbrook Insurance Company, Ltd.	35.9396%)
El Paso Insurance Company, Ltd.	15.6227%)
Dart and Kraft Insurance Company, Ltd.	27.3507%)
Louisville Insurance Company, Ltd.	11.7134%)
Ludgate Insurance Company, Ltd.	9.3736%)
Per HS Weavers Underwriting Agencies, Ltd.	
The Bermuda Fire & Marine Insurance Co., Ltd.	27.6050%)
"Winterthur" Schweizerische Versicherungs-Gesellschaft	34.4662%)
Mutual Reinsurance Company, Ltd.	14.1706%)
Compagnie Europeenne d'Assurances Industrielles S.A.	31.0356%)
La Belgique Industrielle Association d'Assurances Mutuelle	6.8932%)
	.3975%
	<u>88.64168</u>

U. S. FEDERAL EXCISE TAX \$ 2,212.44  
 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and shall be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any amendments thereto.

## 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... SD8020(C)/UQA0066 ..... of the

## VARIOUS COMPANIES

THOMAS E. SEARS, INC.  
 BY:

THOMAS E. SEARS, Inc.  
 John Hancock Tower  
 200 Clarendon Street  
 Boston, Mass. 02116

MONS 158104





**ENDORSEMENT**

Endorsement No. **5 (Revised)**

**It is hereby understood and agreed that effective April 1, 1984, Endorsement No. 2 is cancelled and replaced with the following:**

**INSURED: MONSANTO COMPANY, ET AL**

**It is understood and agreed that 13.9860% of 70.8333% of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.**

Attached to and forming part of **SD8020(L)/UQA0066** of the  
**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS E. SEARS, INC.**

**THOMAS E. SEARS, Inc.**  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**BY:**

**MONS 158489**

It is hereby understood and agreed that effective April 1, 1984  
Endorsement No. 2 is cancelled and replaced with the following:

### ENDORSEMENT

Endorsement No. **5 (Revised)**

#### MONSANTO COMPANY, ET AL

#### INSURED:

It is understood and agreed that **86.0140% of 70.83333%** % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
CNA Reinsurance of London, Limited	4.8951%
Folkswan International Insurance Company, Limited	2.7972%
United States Fire Insurance Company	13.9860%
Bermuda Fire and Marine Insurance Company, Limited	5.5947%
Brittany Insurance Limited	2.7969%
Walbrook Insurance Company, Limited	24.73%
El Paso Insurance Company, Limited	10.75%
Dart & Kraft Insurance Company, Limited	18.82%
Louisville Insurance Company, Limited	8.06%
Ludgate Insurance Company, Limited	6.45%
Bermuda Fire & Marine Insurance Company, Limited	55.9441%
"Winterthur" Swiss Insurance Company	8.61%
Mutual Reinsurance Company, Limited	10.75%
Compagnie Europeenne d'Assurances Industrielles S.A.	9.48%
	2.15%
	<b>86.0140%</b>

U. S. FEDERAL EXCISE TAX \$ **2,745.60**  
The premium herein is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any amendments thereto.

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of **86020(C)/00A0066** of the

**VARIOUS COMPANIES  
THOMAS E. SEARS, INC.**

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

BY:

**MONS 158490**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 10

In consideration of an additional premium of \$18,450 it is hereby understood and agreed that 15% of this layer (\$2,250,000) is extended for a period of 30 days to expire May 1, 1986.

All other policy conditions remain unchanged.

Attached to and forming part of ..... **SD8020(L)/00A0066** ..... of the

.....  
**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS F. SPARS, INC.**  
BY: .....

**THOMAS E. SEARS, Inc.**  
**JOHN HANCOCK TOWER**  
**208 CLARENDON STREET**  
**BOSTON, MASS. 02116**

**MONS 159254**

**ENDORSEMENT**

Endorsement No. **9**

**It is hereby understood and agreed that effective April 1, 1985, Endorsement No. 5 (Revised) is cancelled and replaced with the following:**

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that **25.22528 of 55.500** % of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of **SDB020(L)/UOA0066** of the

**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS E. SEARS, INC.**

**BY:**

**THOMAS E. SEARS, Inc.**  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 159255**

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 8

It is hereby understood and agreed that effective April 1, 1985, this Cover Note is amended to read as follows:

Risks or Hazards Covered: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$8,325,000 Part Of \$15,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$8,325,000 Part Of \$15,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

Amounts or Limits Insured: \$8,325,000 Part Of \$15,000,000 as indicated above but only to pay the excess of:

1. \$5,000,000 Umbrella Coverage which in turn is in excess of:
2. a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
b) \$100,000 Ultimate Net Loss in respect of each occurrence

Premium: \$832,500 (For 1000 Bacon)

All other policy conditions remain unchanged.

Attached to and forming part of ..... SD8020(L)/UQA0066 ..... of the  
UNDERSIGNERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159256

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 7

It is hereby understood and agreed that with effect from the inception date of this policy where the Named Assured has knowledge as at or prior to the inception date of any annual policy period hereon with regard to any claims, situations or circumstances which have arisen and or occurred in the past or which may arise and or occur in the future with respect to seepage, pollution and/or contamination from:

- (A) Any land and/or water site and/or facility owned, leased and/or operated by the Assured and used for the disposal and/or dumping of industrial waste materials.
- (B) Any operation provided by and/or on behalf of the Assured for the disposal, dumping and/or removal of industrial waste materials.

this policy will not cover with respect to operations described in (A) and (B) above:

- (1) Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- (3) Fine, penalties, punitive or exemplary damages with respect to (1) and (2) above.
- (4) Any cost or expense associated with (1) (2) or (3) above.

All other policy conditions remain unchanged.

SD8020(L)/UOA0046

Attached to and forming part of

..... of the  
**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS E. SEARS, INC.**  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159257

It is hereby understood and agreed that effective April 1, 1985, Endorsement No. 5 (Revised) is cancelled and replaced with the following:

### ENDORSEMENT

Endorsement No. .... 9 .....

#### INSURED:

MONSANTO COMPANY, ET AL

It is understood and agreed that ..... 74,77488 of 55,500 ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
Folkens International Insurance Company, Limited	.9009
Walbrook Insurance Company	34.750)
El Paso Insurance Company	11.300)
Dart and Kraft Insurance Company, Limited	22.000)
Louisville Insurance Company, Limited	10.000)
Ludgate Insurance Company, Limited	6.750)
Mutual Reinsurance Company, Limited	10.200)
Compagnie Europeenne d'Assurances Industrielles	5.000)
Excess Insurance Company, Limited	1.80188
	<u>74.77488</u>

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... SD0020(C)/00A0066 ..... of the

#### VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02118

MONS 159258

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 8

It is hereby understood and agreed that effective April 1, 1985, this Cover Note is amended to read as follows:

Risks or Hazards Covered: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$8,325,000 Part Of \$15,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$8,325,000 Part Of \$15,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

Amounts or Limits Insured: \$8,325,000 Part Of \$15,000,000 as indicated above but only to pay the excess of:

1. \$5,000,000 Umbrella Coverage which in turn is in excess of:
2. a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
b) \$100,000 Ultimate Net Loss in respect of each occurrence

Premium: \$832,500 (For 100% Hereon)

All other policy conditions remain unchanged.

Attached to and forming part of SD8020(C)/DOA0066 of the  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 159259





# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 617 424-6000  
TELEX NUMBER 94-6635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## REVISED

Insurance Cover Note—No. : SD8021(L)/UQA0067

Renewal Of: SD7025(L)/UPA0090

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$28,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$28,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$28,000,000 as indicated above but only to pay the excess of:

1. \$20,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983

TO: April 1, 1984

Both Days 12:01 A.M. Standard Time

PREMIUM: \$170,000 (For 100% of  
Cover)

\$ 63,750 (For 37.5%  
Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158113

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~30~~ 60 days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

**\*Sixty (60)**

**SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

**MENDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK ~~10017~~ 10017**

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**MONS 158114**

**ENDORSEMENT**

Endorsement No. **2**

**April 1, 1983**

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that **18.09899** of **37.50** % of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of **SD8021(L)/UCA0067** of the

**UNDERWRITERS AT LLOYD'S OF LONDON**

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02118

**THOMAS E. SEARS, INC.**  
**BY:**

**MONS 158115**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of ..... SD8021(L)/UQA0067 ..... of the  
.....  
..... UNDERWRITERS AT LLOYD'S OF LONDON  
..... THOMAS E. SEARS, INC.  
..... BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158116

# THOMAS E. SEARS · INC.

INSURANCE · REINSURANCE

TELEPHONE 511-141600  
TELEX NUMBER 940635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## REVISED

Insurance Cover Note — No. :

SD8021(C)/UQA0067

Renewal Of: SD7025(C)/UPA0090

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$28,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$28,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$28,000,000 as indicated above but only to pay the excess of:

1. \$20,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983

TO: April 1, 1984

Both Days 12:01 A.M. Standard Time

PREMIUM: \$170,000 (For 100% of  
Cover)  
\$ 63,750 (For 37.50%

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January

19 84

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158117

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~ten~~ days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

**\*Sixty (60)**

**SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

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THREE PARK AVENUE, NEW YORK, NEW YORK ~~XXXX~~ 10017

and  
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**MONS 158118**

**ENDORSEMENT**Endorsement No. .... **2** .....**April 1, 1983****INSURED:****MONSANTO COMPANY, ET AL**

It is understood and agreed that ..... **81.9020% of 37.50** ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
New Hampshire Insurance Company	9.2470%
Gerling Global General & Reinsurance Co., Ltd.	13.2100%
Lexington Insurance Company	9.2470%
Ancon Insurance Company (UK) Ltd.	5.2840%
Compagnie d'Assurances Maritimes Aeriennes & Terrestres, Societe Anonyme	5.2840%
Guardian Royal Exchange Assurance, Ltd.	2.6420%
Sumitomo Marine & Fire Insurance Company, Ltd.	1.3210%
Groupe Josi Compagnie Centrale d'Assurances	1.3210%
The Bermuda Fire & Marine Insurance Co., Ltd.	5.2843%
Brittany Insurance Limited	2.6417%
Walbrook Insurance Company, Ltd.	24.73%)
El Paso Insurance Company, Ltd.	10.75%)
Dart and Kraft Insurance Company, Ltd.	18.82%)
Louisville Insurance Company Ltd.	8.06%)
Ludgate Insurance Company, Ltd.	6.45%)
The Bermuda Fire & Marine Insurance Co., Ltd.	8.61%)
"Winterthur" Schweizerische Versicherungs-Gesellschaft	10.75%)
Mutual Reinsurance Company, Ltd.	9.68%)
Compagnie Europeene d'Assurances Industrielles S.A.	2.15%)
	<b>81.9020%</b>

U. S. FEDERAL EXCISE TAX \$ **977.52**  
 The premium herein is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any amendments thereto.

**4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... **SD8021(C)/UCA0067** ..... of the

VARIOUS COMPANIES  
**THOMAS E. SEARS, INC.**  
 BY: .....

THOMAS E. SEARS, Inc.  
 John Hancock Tower  
 200 Clarendon Street  
 Boston, Mass. 02116

**MONS 158119**



MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD8021(C)/UQA0067 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158120

# THOMAS E. SEARS • INC.

INSURANCE • REINSURANCE

TELEPHONE 617 424 1500  
TELEX NUMBER 94-0635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

REVISED

Insurance Cover Note—No. : SD8022(L)/UQA0068  
Renewal Of: SD7026(L)/UPA0092

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$10,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$10,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$10,000,000 as indicated above but only to pay the excess of:

1. \$48,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983

TO: April 1, 1984

Both Days 12:01 A.M. Standard Time

PREMIUM: \$ 45,000 (For 100% of  
Cover)

\$ 36,000 (For 80% Fereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158134

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~ten~~ <sup>thirty</sup> days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

SERVICE OF SUIT CLAUSE (U.S.A.)

\*Sixty (60)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

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THREE PARK AVENUE, NEW YORK, NEW YORK ~~10001~~ 10017

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158135

MCNSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 3

It is hereby understood and agreed that the Risks or Hazards Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$10,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$10,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

All other policy conditions remain unchanged.

Attached to and forming part of SD8022(L)/UQA0068 of the

UNDERWRITERS AT LLOYD'S OF LONDON

THOMAS E. SEARS, INC.

BY: \_\_\_\_\_

THOMAS E. SEARS, INC.  
JOHN HANCOCK TOWER  
208 CLAPBROOK STREET  
BOSTON, MASS. 02118

MONS 158136

**ENDORSEMENT**

Endorsement No. **2**

**April 1, 1983**

**INSURED:**                    **MONSANTO COMPANY, ET AL**

It is understood and agreed that **10.42949 of 80** % of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of **SD8022(L)/UQA0068** of the

**UNDERWRITERS AT LLOYD'S OF LONDON**

**THOMAS E. SEARS, Inc.**  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**THOMAS E. SEARS, INC.**  
**BY:**

**MONS 158137**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD8022(L)/UQA0068 of the  
UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158138

# THOMAS E. SEARS · INC.

INSURANCE · REINSURANCE

TELEPHONE 517 424 1600  
TELEX NUMBER 94 0835

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

REVISED

Insurance Cover Note—No. : SD8022(C)/UQA0068  
Renewal Of: SD7026(C)/UPA0092

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$10,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$10,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$10,000,000 as indicated above but only to pay the excess of:

1. \$48,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983

TO: April 1, 1984

Both Days 12:01 A.M. Standard Time

PREMIUM: \$ 45,000 (For 100% of  
Cover)

\$ 36,000 (For 80% Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84

THOMAS E. SEARS, INC.

By .....  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158139

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~30~~ days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

**\*Sixty (60)**

**SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

**MENDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK ~~10001~~**

**10017**

, and  
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**MONS 158140**



MONSANTO COMPANY, ET AL

**ENDORSEMENT**

3

Endorsement No. \_\_\_\_\_

It is hereby understood and agreed that the Risks or Hazards Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$10,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$10,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

All other policy conditions remain unchanged.

Attached to and forming part of \_\_\_\_\_ of the  
SD8022(C)/UQA0068  
VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
308 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158141

**ENDORSEMENT**

Endorsement No. .... 2 .....

April 1, 1983

**INSURED:****MONSANTO COMPANY, ET AL**

It is understood and agreed that ..... 89.5706% of 80 ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
CNA Reinsurance of London, Ltd.	10.4049%
British National Life Insurance Society, Ltd.	9.2025%
Turegum Insuranyy	9.2025%
Sovereign Marine & General Insurance Company, Ltd.	24.5399%
Ancon Insurance Company (UK) Ltd.	2.4540%
The Yasuda Fire & Marine Insurance Company, Ltd.	2.4540%
Sumitomo Marine & Fire Insurance Company, Ltd.	2.4540%
Groupe Josi Compagnie Centrale d'Assurances	1.2270%
The Bermuda Fire & Marine Insurance Co., Ltd.	3.2722%
Brittany Insurance Limited	1.6358%
Walbrook Insurance Company	24.73%
El Paso Insurance Company	10.75%
Dart and Kraft Insurance Company Limited	18.02%
Louisville Insurance Company	8.06%
Ludgate Insurance Company, Ltd.	6.45%
The Bermuda Fire & Marine Insurance Co., Ltd.	3.61%
"Winterthur" Schweizerische Versicherungs-Gesellschaft	10.75%
Mutual Reinsurance Company, Ltd.	9.68%
Compagnie Europeene d'Assurances Industrielles	2.15%
	<u>89.5706%</u>

U. S. FEDERAL EXCISE TAX \$ 827.00

The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1964, or any amendments thereto.

**4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... SDE022(C)/UCAN068 ..... of the

**VARIOUS COMPANIES****THOMAS E. SEARS, INC.**

BY: .....

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 158142**



# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 417-1111  
TELETYPE 417-1111

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

REVISED

Insurance Cover Note—No. : SD8023(L)/UPA0069  
Renewal Of: SD7027(L)/UPA0094

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63156

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$22,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$22,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury or Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$22,000,000 as indicated above but only to pay the excess of:  
1. \$58,000,000 Umbrella Coverage which in turn is in excess of:  
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983

TO: April 1, 1984

Both Days 12:01 A.M. Standard Time

PREMIUM: \$ 55,000 (For 100% of  
Cover)  
\$ 20,000 (For 36.3636%  
Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158150

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~30~~ <sup>60</sup> days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

SERVICE OF SUIT CLAUSE (U.S.A.)

**\*Sixty (60)**

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

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THREE PARK AVENUE, NEW YORK, NEW YORK ~~10017~~ 10017

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**MONS 158151**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

3

Endorsement No. \_\_\_\_\_

It is hereby understood and agreed that the Risks or Hazards Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$22,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$22,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

All other policy conditions remain unchanged.

Attached to and forming part of SD8023(L)/UQA0069 of the  
UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158152

**ENDORSEMENT**

Endorsement No. **2**

**April 1, 1983**

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that **12.67578** of **36.3636** % of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of **SD8023(L)/UQA8069** of the

**UNDERWRITERS AT LLOYD'S OF LONDON**

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**THOMAS E. SEARS, INC.**  
**BY:**

**MONS 158153**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD8023(L)/UCP0069 of the  
UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158154



# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

REVISED

Insurance Cover Note—No. : SD8023(C)/UQA0069

Renewal Of: SD7027(C)/UQA0094

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover us to an amount of \$22,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$22,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$22,000,000 as indicated above but only to pay the excess of:

1. \$56,000,000 Umbrella Coverage which in turn is in excess of;
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983

TO: April 1, 1984

Both Days 12:01 A.M. Standard Time

PREMIUM: \$ 55,000 (For 100% of  
Cover)  
\$ 20,000 (For 36.36%  
Person)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158155

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~10~~ 60 days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty (60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

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THREE PARK AVENUE, NEW YORK, NEW YORK ~~10001~~ 10017

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158156

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

3

Endorsement No. \_\_\_\_\_

It is hereby understood and agreed that the Risks or Hazard's Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$22,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$22,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

All other policy conditions remain unchanged.

Attached to and forming part of \_\_\_\_\_ of the

SD8023(C)/UQA0069

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN MANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158157

**ENDORSEMENT**

Endorsement No. .... 2

April 1, 1963

**INSURED:**

MONSANTO COMPANY, INC. AT

It is understood and agreed that ..... 87.3243% of 54,000 ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
New Hampshire Insurance Company	22.2522%
First National Insurance Company, Inc.	11.2519%
First State Insurance Company	10.2711%
First National Insurance Company, Ltd.	1.2234%
First International Insurance Company, Ltd.	3.4237%
Ancon Insurance Company (Inc.) Ltd.	2.4867%
Compagnie d'Assurances Maritimes Aeriennes & Terrestres	
Societe Anonyme	4.6518%
The Yasuda Fire & Marine Insurance Company, Ltd.	4.6518%
First National Insurance Society, Ltd.	2.0701%
General Accident Fire & Life Insurance Corp., Ltd.	2.3254%
Waltham Insurance Company	22.714%
El Paso Insurance Company, Ltd.	10.754%
Dart and Kraft Insurance Company, Ltd.	12.823%
Louisville Insurance Company	8.068%
Ludgate Insurance Company, Ltd.	6.455%
Bermuda Fire & Marine Insurance Company, Ltd.	2.615%
"Hinterland" Schweizerische Versicherungs	
Gesellschaft	10.776%
Mutual Reinsurance Company, Ltd.	9.682%
Compagnie Europeenne d'Assurances	
Industrielles S.A.	2.154%
	<u>87.3243%</u>

U. S. FEDERAL EXCISE TAX \$ 168.24  
 The premium hereon is subject to U. S. Federal  
 Excise Taxes indicated above and will be paid by us  
 to the Collector of Internal Revenue in accordance  
 with the regulation dated January 1, 1964, or any  
 amendments thereto.

**4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... SF4023(C)/UCA0069 ..... of the

THOMAS E. SEARS, Inc.  
 John Hancock Tower  
 200 Clarendon Street  
 Boston, Mass. 02116

VARIOUS COMPANIES  
 THOMAS E. SEARS, INC.  
 BY: .....

MONS 158158

MONSANTO COMPANY, ET AL

## ENDORSEMENT

Endorsement No.

April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SP2019 of Various Companies

**All other policy conditions remain unchanged.**

Attached is and forming part of

SD8C23(C)/UQA0069

of the

VARIOUS COMPANIES  
THOMAS F. SEARS, INC.

**THOMAS F. SEARS, INC.**

**BY:**

THOMAS E. SEARE, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158159

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 417 424 1600  
TELEX NUMBER 94-0635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## REVISED

Insurance Cover Note—No. : SD8024(C)/UGA0070  
Renewal Of: SD7028(C)/UPA0096

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$20,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$20,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$20,000,000 as indicated above but only to pay the excess of:

1. \$80,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983

TO: April 1, 1984

Both Days 12:01 A.M. Standard Time

PREMIUM: \$ 44,000 (For 100% of  
Cover)

\$ 24,200 (For 55% Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158202

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~ten~~ days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

**\*Sixty (60)**

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK ~~10017~~ 10017

and  
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**MONS 158203**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1

April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD8024(C)/UQA0070 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.  
EY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158206



## ENDORSEMENT

Endorsement No. 2

April 1, 1983

INSURED:

MONSANTO COMPANY, ET AL

It is understood and agreed that 100% of 55.8 % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
Sovereign Marine & General Insurance Company, Ltd.	27.2727%
New Hampshire Insurance Company	31.8182%
British National Life Insurance Society, Ltd.	4.5455%
Compagnie d'Assurances Maritimes Aeriennes & Terrestres, Societe Anonyme	1.8182%
Ancon Insurance Company (UK) Ltd.	2.7273%
Zurich Insurance Company	18.1818%
Sovereign Marine & General Insurance Company, Ltd.	9.0909%
Sovereign Marine & General Insurance Company, Ltd	4.5454%
	<u>100.0000%</u>

U. S. FEDERAL EXCISE TAX \$ 193.60  
 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1964, or any amendments thereto.

## 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD8024(C)/UQA8070 of the

## VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
 John Hancock Tower  
 200 Clarendon Street  
 Boston, Mass. 02116

MONS 158205

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

3

Endorsement No. \_\_\_\_\_

It is hereby understood and agreed that the Risks or Hazards Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$20,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$20,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

All other policy conditions remain unchanged.

Attached to and forming part of \_\_\_\_\_ of the

SD8024(C)/UQA0070

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
208 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158204

# THOMAS E. SEARS • INC.

INSURANCE • REINSURANCE

TELEPHONE 617 424-1800  
TELEX NUMBER 340635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## REVISED

Insurance Cover Note—No. : SD8025(L)/UQA0071  
Renewal Of: SD7029(L)/UPA0098

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$40,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$40,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$40,000,000 as indicated above but only to pay the excess of:

- 1. \$100,000,000 Umbrella Coverage which in turn is in excess of:
- 2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
- (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983

TO: April 1, 1984

Both Days 12:01 A.M. Standard Time

PREMIUM: \$ 67,500 (For 100% of  
Cover)  
\$ 15,187.50 (For 22.5%  
Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158227

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~ten~~ <sup>ten</sup> days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

**\*Sixty (60)**

**SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK ~~10005~~ <sup>10005</sup> 10017

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**MONS 150220**



## ENDORSEMENT

Endorsement No. .... 2 .....

April 1, 1983

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that ..... 12.50% of 22.50 ..... % of the Insurance described  
in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these  
Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of ..... SD8025(L)/UGA0071 ..... of the

..... UNDERWRITERS AT LLOYD'S OF LONDON

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02118

THOMAS E. SEARS, INC.  
BY:

**MONS 158230**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of

SD8025(L)/UQA0071

of the

UNDERWRITERS AT LLOYD'S OF LONDON

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158231

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 617 451-1000  
TELEX NUMBER 34-635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## REVISED

Insurance Cover Note—No. : SD8025(C)/UQA0071  
Renewal Of: SD7029(C)/UPA0098

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$40,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$40,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$40,000,000 as indicated above but only to pay the excess of:

1. \$100,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983

TO: April 1, 1984

Both Days 12:01 A.M. Standard Time

PREMIUM: \$ 67,500 (For 100% of  
Cover)

\$ 15,187.50 (For 22.5%  
Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 150232



This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~ten~~ <sup>ten</sup> days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

**\*Sixty (60)**

**SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

**MENDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK ~~10017~~**

**10017**

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**MONS 158233**

**THOMAS E. SEARS, INC.**

**INSURANCE • REINSURANCE**

TELEPHONE 617 423-1400  
TELEX NUMBER 34 0535

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**Insurance Cover Note — No. :  
RENEWAL OF:**

**SD8025(C)/UPA0071  
SD7029(C)/UPA0098**

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

**ASSURED:**

**MONSANTO COMPANY, ET AL  
800 NORTH LINDBERGH BOULEVARD  
ST. LOUIS, MISSOURI 63166**

**RISKS OR HAZARDS COVERED:** Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$40,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$40,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

**AMOUNTS OR LIMITS INSURED:** \$40,000,000 as indicated above but only to pay the excess of:  
1. \$100,000,000 Umbrella Coverage which in turn is in excess of:  
2. a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
b) \$100,000 Ultimate Net Loss in respect of each occurrence

**PERIOD: FROM: April 1, 1983  
Both Days 12:01 A.M. Standard Time**

**TO: April 1, 1986**

**PREMIUM: \$ 67,500 (For 100% of Cover)  
\$ 15,187.50 (For 22.5% Hereon)**

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

**26th** day of **April**

**19 83**

**THOMAS E. SEARS, INC.**

By .....  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

**MONS 158234**

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158235



**ENDORSEMENT**Endorsement No. 2

April 1, 1983

**INSURED:****MONSANTO COMPANY, ET AL**

It is understood and agreed that ..... 87.50% of 22.50% ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
CNA Reinsurance of London, Ltd.	14.2857%
British National Life Insurance Society, Ltd.	2.9286%
Folksam International Insurance Co., Ltd.	3.5714%
Royale Belge Incendie-Reassurance, Society Anonyme	14.2857%
Walbrook Insurance Company, Ltd.	24.73%)
El Paso Insurance Company, Ltd.	10.75%)
Dart and Kraft Insurance Company, Ltd.	18.82%)
Louisville Insurance Company, Ltd.	8.06%)
Ludgate Insurance Company, Ltd.	6.45%)
Bermuda Fire & Marine Insurance Co., Ltd.	8.61%)
"Winterthur" Schweizerische Versicherungs-Gesellschaft	10.75%)
Mutual Reinsurance Company, Ltd.	9.68%)
Compagnie Europeene d'Assurances Industrielles, S.A.	2.15%)
Sovereign Marine & General Insurance Company, Ltd.	17.8571%
Zurich Insurance Company	17.8571%
	<b>87.5000%</b>

**U. S. FEDERAL EXCISE TAX \$ 215.00**

The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1982, or any amendments therein.

**4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... SD8025(C)/UQA0071 ..... of the

**VARIOUS COMPANIES****THOMAS E. SEARS, INC.****BY:**

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 158237**



BOSTON, MASS. 02116

REVISED

**Insurance Cover Note—No. : SD8026(L)/UQA0072**  
**Renewal Of: SD7030(L)/UPA0100**

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: **Monsanto Company, Et Al**  
**800 North Lindbergh Boulevard**  
**St. Louis, MO 63166**

**RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$105,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$105,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.**

**AMOUNTS OR LIMITS INSURED: \$105,000,000 as indicated above but only to pay the excess of:**

- 1. \$140,000,000 Umbrella Coverage which in turn is in excess of:**
- 2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or**  
**(b) \$100,000 Ultimate Net Loss in respect of each occurrence**

**PERIOD: FROM: April 1, 1983 TO: April 1, 1984**  
**Both Days 12:01 A.M. Standard Time**  
**PREMIUM: \$105,000 (For 100% of Cover)**  
**\$ 6,500 (For 6.1905% Hereon)**

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this **12th** day of **January** 19 **84**

**THOMAS E. SEARS, INC.**

By \_\_\_\_\_  
*Authorized*

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

**MONS 158292**

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~ten~~ <sup>sixty</sup> days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

**\*Sixty (60)**

**SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

**MENDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK ~~XXXXXX~~ 10017**

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**MONS 158293**



MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 3

It is hereby understood and agreed that the Risks or Hazards Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$105,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$105,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

All other policy conditions remain unchanged.

Attached to and forming part of SD8026(L)/UQA0072 of the

UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BX:.....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158294

## ENDORSEMENT

Endorsement No. . . . 2 . . . .

April 1, 1983

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that . . . . 12,3820% of 6,1985 . . . . % of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of . . . . SD8026(L)/UQA0072 . . . . of the

UNDERWRITERS AT LLOYD'S OF LONDON

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

THOMAS E. SEARS, INC.  
BY:

MONS 158295

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD8026(L)/UQA0072 of the

UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY: \_\_\_\_\_

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158296

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 617 429 1000  
TELEX NUMBER 340635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## REVISED

Insurance Cover Note—No. : SD8026(C)/UQA0072  
Renewal Of: SD7030(C)/UPA0100

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$105,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$105,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$105,000,000 as indicated above but only to pay the excess of:

1. \$140,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983 TO: April 1, 1984  
Both Days 12:01 A.M. Standard Time

PREMIUM: \$105,000 (For 100% of  
Cover)  
\$ 6,500 (For 6.1905%  
Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158297

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~ten~~ <sup>30</sup> days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty (60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK ~~10001~~ 10017

and  
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158298

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

3

Endorsement No. \_\_\_\_\_

It is hereby understood and agreed that the Risks or Hazards Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$105,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$105,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

All other policy conditions remain unchanged.

SD8026(C)/UQA0072

Attached to and forming part of \_\_\_\_\_ of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY: \_\_\_\_\_

THOMAS E. SEARS, INC.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158299

## ENDORSEMENT

Endorsement No. .... 2 .....

April 1, 1983

MONSANTO COMPANY, ET AL

INSURED:

It is understood and agreed that ..... 87.6190% of 6.1905% ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
Turequm Insurance Company	7.0755%
British National Life Insurance Society, Ltd.	7.0755%
Permuda Fire & Marine Insurance Company, Ltd.	4.9531%
Brittany Insurance, Ltd.	2.4762%
Zurich Insurance Company	47.1698%
Gerling Global General & Reinsurance Co., Ltd.	18.8679%
	<u>87.6190%</u>

U. S. FEDERAL EXCISE TAX \$.....209.44  
 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any amendments thereto.

## 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... SD8026(C)/UQA0072 ..... of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
 John Hancock Tower  
 200 Clarendon Street  
 Boston, Mass. 02118

MONS 158300

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD8026(C)/UQA0072 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158301